

**DETROIT
PUBLIC
SCHOOLS COMMUNITY
DISTRICT**

Procurement Department
Fisher Building 11th Floor
3011 West Grand Blvd.
Detroit, MI 48202

SECTION A
Contract Cover
Page &
Signatures

1. Contract No.: 24-0020
Modification No.: 001

2. ITB/Rfq No.: 23-0166

3. Contract Title: Food Service Program
USDA Commodity Processing Agreement

4. Contract Amount Not to Exceed: 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.

5. Contract Term:
July 1, 2024 – June 30, 2025

6. Supplier Name: M.C.I. Foods, Inc.

Address: 13013 Molette Street

City/State/Zip: Santa Fe Springs, CA 90670

Contact: Mark D. Thomson **Telephone:** (562) 977-4000 **Email/Fax:** mark@mcifoods.com

7. Contract Modifications:

History

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.

Modification 001:

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.
2. Amend the scope of services as found in Amendment 001.
3. All other terms and conditions remain the same.

**8. Signature of Authorized Supplier
Representative:**



Signature

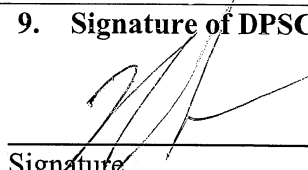
8/14/2024

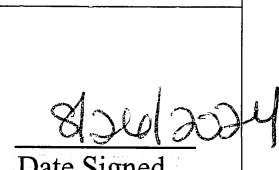
Date Signed

Print Name: Mark D. Thomson

Title: President

9. Signature of DPSCD:


Signature


Date Signed

Print Name: Nikolai P. Vitti, Ed.D.

Title: Superintendent

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 M.C.I Foods, Inc. ("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:**

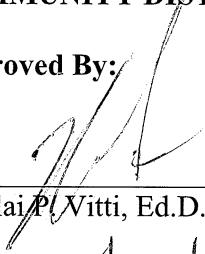


Print Name: Mark D. Thomson

Date: 08/14/2024

**DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT**

Approved By:



Nikolai P. Vitti, Ed.D., Superintendent

Date: 8/26/2024

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



Detroit Public Community School District RFP 23-0166

Roll 1

K12 Price List

2024-2025



Date: July 10th, 2024

Area: FOB Michigan

Prices effective with the following ship dates: July 1st, 2024 through June 30th, 2025

PRODUCT STOCK CODE	PRODUCT DESCRIPTION AND	SIZE OZ	CASE PACK	GROSS SHIP WT.	10,000# to 40,000#	10,000# to 40,000#	% \$ Change	Fee For Service Case Cost	% \$ Change	Free For Service Case Cost	CASE CUBE	TIE X HIGH	CASE DIMENSIONS	110254 NOI-CHS PTV Case	110254 NOI-CHS PTV Case
LOS CABOS BRAND - BURRITOS CN IW PREPRINTED OVENABLE FILM															
97576	BEAN, CHeddar CHEESE 2/2	5.20	96	33.97	\$77.67	\$79.15	1.90%	\$71.71	1.39%	\$72.71	1.140	6 X 8	19.25 x 14.625 x 7	\$5.96	\$2,103.7 \$6.44
LOS CABOS BRAND - BURRITOS - CN BULK PACKED															
67576	BEAN, CHeddar CHEESE 2/2	5.20	48	16.84	\$37.84	\$38.54	1.86%	\$34.86	1.33%	\$35.32	0.618	6 X 11	19 x 15.5 x 3.625	\$2.98	\$3.22
CABO REAL BRAND - BURRITOS CN IW CONTINUOUS PRINT OVENABLE FILM															
SCRATCH COOKED LOOK NO SOY IN FILLING WHOLE BEANS															
93457	BEAN, CHeddar CHEESE w/o TYP 2/2	5.45	96	35.47	\$82.89	\$84.01	1.35%	\$76.07	0.76%	\$76.85	1.140	6 X 8	19.25 x 14.625 x 7	\$6.82	\$7.36
CABO REAL BRAND - BURRITOS - CN BULK PACKED															
63457	BEAN, CHeddar CHEESE w/o TYP 2/2	5.45	48	17.59	\$40.08	\$40.68	1.46%	\$36.67	0.86%	\$36.98	0.618	6 X 11	19 x 15.5 x 3.625	\$3.41	\$3.68
LOS CABOS BRAND - BURRITOS - CN IW FOIL OVENABLE															
71605	3 CHS, TIKY SAUSAGE, EGG 2/2	6.00	36	14.96	\$57.61	\$58.09	0.83%	\$53.17	0.23%	\$53.29	0.618	6 X 11	19 x 15.5 x 3.625	\$4.44	\$4.80
CABO PRIMO BRAND - BURRITOS - CN BULK PACKED															
61273	CHICKEN, TWO CHEESE, MOTZ & RF CHeddar 2/2	4.65	48	15.19	\$49.85	\$50.25	0.80%	\$47.63	0.46%	\$47.85	0.618	6 X 11	19 x 15.5 x 3.625	\$2.22	\$2.40
LOS CABOS BRAND - BURRITOS CN IW PREPRINTED OVENABLE FILM															
98334	CHEESE, EGG, SALSA 1/1.75	3.75	120	30.90	\$102.25	\$101.02	-1.20%	\$94.91	-1.92%	\$93.09	1.140	6 X 8	19.25 x 14.625 x 7	\$7.34	\$7.93
98337	AMERICAN CHEESE, EGG, TURKEY SAUSAGE 1/1.50	3.20	120	26.77	\$94.86	\$94.86	0.00%	\$89.40	-0.69%	\$88.78	1.140	6 X 8	19.25 x 14.625 x 7	\$5.46	\$6.08
LOS CABOS BRAND - WRAPS CN IW PREPRINTED OVENABLE FILM															
97869	EGG, CHEESE, POTATO, TIKY SAUSAGE 1/1	2.50	72	12.71	\$51.80	\$51.29	-0.98%	\$49.05	-1.49%	\$48.32	0.618	6 X 11	19 x 15.5 x 3.625	\$2.75	\$2.97
97896	CHS, TIKY SAUSAGE, EGG 1.25/1.25	3.00	72	15.00	\$57.75	\$57.16	-1.02%	\$53.54	-1.72%	\$52.62	0.618	6 X 11	19 x 15.5 x 3.625	\$4.21	\$4.54
							Average Price Change		-0.08%						

M.C.I. Foods, Inc./ Los Cabos Mexican Foods
Business Policies- Terms and Conditions of Sale

Effective 07-01-2024

SHIPPING WAREHOUSE

Lineage Logistics Vernon #10
2100 E. 35th Street
Vernon, CA 92404
PHONE: (323) 582-6333 X3063
FAX: (323) 582-7955
M-F 6 AM- 6 PM

REMIT TO:
M.C.I. Foods, Inc.
Drawer #2552
PO Box 9395
Troy, Ill. 61807-5935
Email orders to orders@mclfoods.com
Email bill backs to billbacks@mclfoods.com

CORPORATE OFFICE
CUSTOMER SERVICE & MANUFACTURING
M.C.I. Foods, Inc./ Los Cabos Mexican Foods
13013 Madette Street
Santa Fe Springs, CA 90670-5521
PHONE: (800) 704-4661
EXTENSIONS 307, 329 and 330 CUSTOMER SERVICE

- *CASH DISCOUNT:

1% 10 DAYS NET 20 DAYS
- **MINIMUM SHIPMENT:

10,000 POUNDS (COMBINED WEIGHT)
- ** MINIMUM PICK-UP:

ORDERS PICKED UP UNDER 500 LBS. WILL BE AUTOMATICALLY CHARGED A \$25.00 ORDER FEE
- ORDER LEAD TIME:

14 WORKING DAYS FOR COMMERCIAL ORDERS
- PICK-UP APPOINTMENT:

ALL PICK-UPS MUST HAVE AN APPOINTMENT SCHEDULED AT LEAST FORTY-EIGHT HOURS IN ADVANCE
- UNLOADING POLICY

Customers are responsible for unloading product, verifying case count and product code. Any discrepancies or damaged cases must be noted on drivers bill of lading prior to driver leaving your dock.
- LOADING POLICY:

Drivers are responsible for checking stock codes and case quantities at time of pick up before signing bill of lading.
- PALLET EXCHANGE POLICY:

NOT NECESSARY
ORDERS SHIPPED ON PALLETS
HARDWOOD- 1 WAY # 1 OR # 2 PALLETS ONLY.
- DAMAGE CLAIMS POLICY:

ALL DAMAGE AND SHORT CLAIMS MUST BE MADE AT THE TIME OF PICK UP AND OR AT TIME OF DELIVERY WITH CARRIER. NO CLAIMS OR RETURNS WILL BE PROCESSED WITHOUT WRITTEN DOCUMENTATION AND AUTHORIZATION.
- RETURN POLICY:

PRODUCTS MAY NOT BE RETURNED WITHOUT PRIOR WRITTEN APPROVAL FROM M.C.I. FOODS, INC.
- CREDIT MEMO POLICY

ALL CREDIT MEMOS ISSUED TO YOUR ACCOUNT MUST BE DEDUCTED OR A CLAIM MADE TO BE PAID BY CASH WITHIN SIX MONTHS
- PRICE CHANGE:

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE
- Important

*Please see M.C.I. Foods, Inc. Standard Terms and Conditions of Sale for more information
- Important

**Please see M.C.I. Foods, Inc. Order Policy and Shipping Schedule for more information