

<p align="center">DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT</p> <p align="center">Procurement Department Fisher Building 11th Floor 3011 West Grand Blvd. Detroit, MI 48202</p>	<p align="center">SECTION A Contract Cover Page & Signatures</p>	<p>1. Contract No.: 24-0022 Modification No.: 001</p>
		<p>2. ITB/RFQ No.: 23-0166</p>
		<p>3. Contract Title: Food Service Program USDA Commodity Processing Agreement</p>
		<p>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</p>
		<p>5. Contract Term: July 1, 2024 – June 30, 2025</p>
<p>6. Supplier Name: Pilgrim's Pride Corporation Address: 1770 Promotory Circle City/State/Zip: Greeley, CO 80634 Contact: Cheri Schneider Telephone: (970) 506-7717 Email/Fax: Cheri.Schneider@pilgrims.com</p>		
<p>7. Contract Modifications: <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 balance 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.</p>		
<p>8. Signature of Authorized Supplier Representative:</p> <p><u>Shellie Lilly</u> August 14, 2024 Signature Date Signed</p> <p>Print Name: <u>Shellie Lilly</u></p> <p>Title: <u>Contract Manager</u></p>	<p>9. Signature of DPSCD:</p> <p><u>[Signature]</u> <u>8/26/2024</u> Signature Date Signed</p> <p>Print Name: Nikolai P. Vitti, Ed.D.</p> <p>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 Pilgrim’s Pride Corporation (“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:**

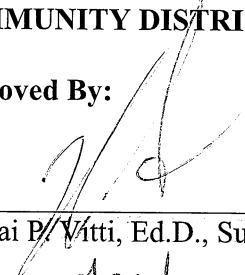
Shellie Lilly

Print Name: Shellie Lilly

Date: August 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**



Pilgrim's Pride Corporation (Pilgrim's)
 1770 Promontory Circle
 Greeley, CO 80634
 ph: (678) 482-2231

Request #: MI-2024-05371

Distribution Company:

US Foods, Inc. - Detroit
 Customer No: 208767
 28001 Napier Road
 Wixom, MI 48393
 ph: (800) 572-6200
 fax: (248) 735-1296

Operator:

Detroit Public Schools
 1425 East Warren Avenue
 Detroit, MI 48202
 ph:
 fax:

Requesting User:

Cathy Sparks
 Acxion Foodservice, Inc. - Odenton, MD
 1542 Greyhound Pass
 Carmel, IN 46032
 ph: (812) 272-9778
 fax: (387) 587-1470

Award Status: Pending
 Price Status: Provided
 Shipment Type: Distributor Shipment
 Award Type: Line Item
 Request Date: 7/9/2024
 Pricing Date: 7/29/2024
 Issue Date: 7/11/2024
 Opening Date: 7/11/2024
 Start Date: 7/11/2024
 End Date: 6/30/2025
 Print Date: 7/29/2024

Item Code	Description	Pack	Item #	Qty	Commerical	PTV	Commodity
615300	CN WG Homestyle Brd Chicken Nuggets w/ISP	156 / 3.04 Ounces	1	167 cs 26,052 sv	\$79.14/cs \$0.507/sv	\$25.49/cs	\$53.65/cs \$0.344/sv
625300	CN WG Homestyle Brd Chicken Strips w/ISP	156 / 3.06 Ounces	2	167 cs 26,052 sv	\$72.82/cs \$0.467/sv	\$25.49/cs	\$47.33/cs \$0.303/sv
7516	Chris P WG Whole Muscle Breast Chicken Fillets	120 / 4.0 Ounces	6	167 cs 20,040 sv	\$109.43/cs \$0.912/sv	\$41.89/cs	\$67.54/cs \$0.563/sv
665400	CN WG Homestyle Brd Chicken Patty w/ISP	156 / 3.05 Ounces	ADD ON	167 cs 26,052 sv	\$80.38/cs \$0.515/sv	\$25.49/cs	\$54.89/cs \$0.352/sv
110452	CN WG Breaded Chicken Large Popcorn Smackers	104 / 4.3 Ounces	ADD ON	167 cs 17,368 sv	\$81.27/cs \$0.781/sv	\$36.23/cs	\$45.04/cs \$0.433/sv
1230	FC Diced Chicken Strips	194 / 2.47 Ounces	ADD ON	167 cs 32,398 sv	\$119.09/cs \$0.614/sv	\$45.24/cs	\$73.85/cs \$0.381/sv
7518	Chris P WG Whole Muscle Breast Chicken Bites	101 / 4.75 Ounces	ADD ON	167 cs 16,867 sv	\$97.22/cs \$0.963/sv	\$41.89/cs	\$55.33/cs \$0.548/sv
7527	FULLY COOKED BONELESS, SKINLESS WG BREADED CHICKEN BREAST STRIP	100 / 4.5 Ounces	ADD ON	167 cs 16,700 sv	\$109.94/cs \$1.099/sv	\$42.78/cs	\$67.16/cs \$0.672/sv
7526	FULLY COOKED WG BREADED CHICKEN DARK MEAT CHUNKS	120 / 4.0 Ounces	ADD ON	167 cs 20,040 sv	\$86.67/cs \$0.722/sv	\$44.05/cs	\$42.62/cs \$0.355/sv
110458	CN WG Breaded DARK MEAT Chicken Smackers	104 / 4.3 Ounces	ADD ON	167 cs 17,368 sv	\$88.46/cs \$0.851/sv	\$43.95/cs	\$44.51/cs \$0.428/sv
7522	Gold Kist Fully Cooked Boneless, Skinless, Whole Grain Breaded Chicken Filets With Rib Meat	113 / 4.25 Ounces	Add ON	167 cs 18,871 sv	\$100.56/cs \$0.89/sv	\$46.92/cs	\$53.64/cs \$0.475/sv

Item Code	Description	Pack	Item #	Qty	Commerical	PTV	Commodity
7572	Gold Kist Fully Cooked Boneless, Skinless, Whole Grain Breaded Chicken Strips With Rib Meat	110 / 4.35 Ounces	ADD ON	167 cs 18,370 sv	\$94.76/cs \$0.861/sv	\$45.31/cs	\$49.45/cs \$0.45/sv
615400	GK CN WHL GRN BRD BRKFAST PATTY 6/5# FC	214 / 2.24 Ounces	ADD ON	167 cs 35,738 sv	\$85.60/cs \$0.40/sv	\$37.21/cs	\$48.39/cs \$0.226/sv
615600	Gold Kist CN Whole Grain Spicy Bread Patty 6/5# fully cooked	156 / 3.06 Ounces	ADD ON	167 cs 26,052 sv	\$91.88/cs \$0.589/sv	\$27.33/cs	\$64.55/cs \$0.414/sv

Notes & Comments:

Item 1230 has been discontinued for SY 24-25

Terms & Conditions:

Terms and Conditions:

These Terms and Conditions (Terms) govern Pilgrims Pride Corporation (Pilgrims) bid and supply offer materials attached hereto (the Proposal).

SUPPLY OF PRODUCTS: Pilgrims shall only be obligated to supply the customer(s) identified in this Proposal (collectively, the Customer) with those products identified in this Proposal (the Products). Submission of an order of Products by Customer does not create an obligation to supply until Pilgrims accepts such order in writing. In addition, Pilgrims obligation to supply Customer with the Products is contingent upon Customer purchasing a minimum quantity of Products per purchase order in the amount of 10,000 pounds (the Minimum Order Purchase Requirement). Pilgrims shall be relieved of any obligation to supply the Products to the Customer in the event Customer orders any amount less than the Minimum Order Purchase Requirement. In the event Customer places an order for less than the Minimum Order Purchase Requirement (a Deficient Order), Pilgrims shall have no obligation to fulfill such Deficient Order and shall be relieved of any and all liability for its failure to fulfill and/or supply the Products related to such Deficient Order or Pilgrims may elect to fulfill the Deficient Order from Customer at a price different than the price set forth in the Proposal, which alternate pricing shall be set forth on Pilgrims invoice for such Products. Additionally, Pilgrims reserves the right to reject an order, in its sole discretion.

ITEM ELIGIBILITY:

Pilgrims shall only be obligated to supply those Products ordered by Customer that meet the Minimum Order Purchase Requirement and the Lead Time, Payment Terms, Approved Customers and Order Changes set forth below (collectively, the Purchase Requirements).

1. **Lead Time:** Distributor Orders must be submitted 7 days prior to Ship Date or Pick-Up Date (not delivery date). Direct from Manufacturer Order must be submitted 21 days prior to Ship Date. Lead time is the same for delivered and customer pick-up orders. Late orders and changes may be pushed to the next available consolidation or following transportation schedule.
2. **Payment Terms:** Buyer shall pay for the Products NET 30 days. In the event Buyer fails to timely pay for any Products, such Products shall not be counted towards the Minimum Purchase Requirement(s) or be included in the calculation of any funds owed.
3. **Approved Customers:** Pilgrims is only obligated to ship and sell the Products to those Customers identified in this Proposal.
4. **Order Changes:** Changes will be accepted up to 3 business days prior to ship, however, Pilgrims is not obligated to make or liable for not making any changes to any orders if the change request is received after the 3 business-day cut-off.

DEDUCTIONS/BILL BACK: Distributors may bill back to the provided pricing for all applicable contracted volume. Send all documents to support claims to deductions@pilgrims.com. All NOI purchases should be recorded in ProcessorLink.

TERM: Pilgrims shall only be obligated to supply the Products at the prices set forth herein from the Start Date until the End Date set forth in this Proposal (the Term) provided Customers Product orders meet the Purchase Requirements set forth above.

ACCEPTANCE AND PRIORITY OF TERMS: This Proposal, and all terms and conditions set forth herein, will be deemed accepted by the Customers, without limitation, upon Customers payment for or acceptance of the Products identified herein and these Term shall override any conflicting terms or conditions put forward or provided by Customer.

TERMINATION: Either party may terminate this Agreement by providing 90 days prior written notification to the other.

CONFIDENTIALITY: The terms of this Proposal are confidential. Customer shall ensure that all persons coming into possession of this Proposal (including these Terms) shall not at any time disclose such information to any third party or use such information except for the sole purposes of this Proposal, and upon the consent of Pilgrims. Customer shall ensure that all employees or agents of Customer are aware of this Proposal and are fully bound to comply with the obligations relating to confidentiality set out herein. Without prejudice to Pilgrims other remedies, Customer will indemnify Pilgrims against any breach by Customer or any agent or employee of Customer of the above obligations or any Customer obligations contained in the executed Proposal.

LIABILITY. Any claims arising from the Products shall be submitted to Pilgrims in a form and manner as directed by Pilgrims from time to time. Unless otherwise agreed to in writing by the Parties (i.e. separate guaranty) PILGRIMS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSES, EVEN IF SUCH PURPOSES ARE KNOWN TO PILGRIMS. PILGRIMS SHALL NOT BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE PRODUCTS SOLD HEREUNDER. No director, officer, agent, or employee of Pilgrims or Customer shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Agreement or because of the execution, approval, or attempted execution of this Agreement.

FORCE MAJEURE. Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Partys ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, the inability to deliver or procure necessary raw materials, supplies, labor, or equipment for the production, storage and/or delivery of the Products, or the ability

of Pilgrims to produce the Products is impacted by any of the foregoing or a combination thereof (Force Majeure Event). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event will endeavor to notify the other Party in writing within ten (10) days of such event. Notwithstanding this provision, nothing contained in this Agreement shall relieve Customer of the obligation to pay in full the purchase price or any amounts due for the Products delivered and received hereunder. Pilgrims shall not be obligated to make up delivery of the Products to Customer for deliveries that have been prevented by a Force Majeure Event.

ASSIGNMENT. The provisions of this Agreement will be binding on the parties' successors and assigns. Upon notice to the other party, either party may assign this agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party, such consent not to be unreasonably withheld.

NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail. **WAIVER OF BREACH.** The waiver by any party to this agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

SUPERCEDES PRIOR OR CONFLICTING AGREEMENT. This Agreement supersedes any other agreement, whether written or oral, or course of dealing between the parties, with respect to the subject matter herein. In the event that there is any conflict between this Agreement and any other agreement between the Company and the Customer with respect to the Products, then the terms of this Agreement shall control. Except as modified by this Agreement, any other agreement between the Company and the Customer with respect to the Products is ratified and remains in full force and effect.

BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns; provided, however, that nothing contained in this paragraph shall be construed to permit the assignment of this Agreement without the prior written consent of the Company.

GOVERNING LAW. This agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado (without regard to Colorado's choice of law rules). Any and all actions arising between the parties in respect of this agreement shall be brought in a state or federal court in the State of Colorado. The parties submit to the jurisdiction of, and hereby agree to voluntarily appear in, such courts.

SEVERABILITY. This Agreement represents the entire agreement between the parties. If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this agreement shall remain fully enforceable, and this agreement shall be interpreted in all respects as if such provision were omitted.



Won



Lost



Pending



No Award



No Bids



Bids Received