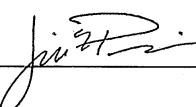
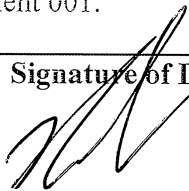


DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT Procurement Department Fisher Building 11 th Floor 3011 West Grand Blvd. Detroit, MI 48202	SECTION A Contract Cover Page & Signatures	1. Contract No.: 24-0024 Modification No.: 001
		2. ITB/RFQ No.: 23-0166
		3. Contract Title: Food Service Program USDA Commodity 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: Schwan's Food Service, Inc. Address: 115 West College Drive City/State/Zip: Marshall, MN 56258 Contact: Mike Czarniecki Telephone: (734) 637-6779 Email/Fax: sfsibids@schwans.com		
7. Contract Modifications: <u>History</u> 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. <u>Modification 001:</u> 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: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 10/08/2024 Date Signed </div> </div> Print Name: <u>Jill Pieper</u> Title: <u>Assistant Secretary (Company Officer)</u>	9. Signature of DPSCD: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 12/13/2024 Date Signed </div> </div> Print Name: <u>Nikolai P. Vitti, Ed.D.</u> Title: <u>Superintendent</u>	

AMENDMENT NO. 1

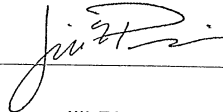
This Amendment (the "Amendment") made as of the 1st day of July 2024 ("Effective Date") is to the Agreement by and between the Detroit Public Schools Community District (the "District") and Schwan's Food Service, Inc ("Supplier") dated on or around July 1, 2024 and any amendments hereto (collectively, 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:

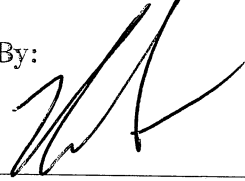


Print Name: Jill Pieper - Assistant Secretary (Company Officer)

Date: 10/08/2024

**DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT**

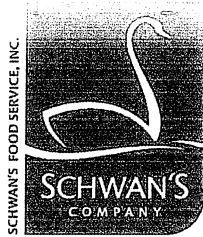
Approved By:



Nikolai P. Vitti, Ed.D., Superintendent

Date: 12/13/2024

Approved as to form by:
Office of The General Counsel



July 10, 2024

TO: Detroit Public Schools Community District
RE: ITB/RFQ# 23-0166; Food Service Program USDA Commodity Processing Agreement
(Contract # 24-0024)

To Whom It May Concern,

Schwan's Food Service, Inc. (SFSI) values the opportunity to do business with Detroit Public Schools Community District and is appreciative of the opportunity to renew business for the 2024-2025 school year. However, due to rising manufacturing costs, SFSI is unable to hold our current pricing for the renewal year term.

SFSI is proposing the price adjustments with supporting documentation validating the price increases. To ensure that these increases are not excessive and align with what is being seen throughout the industry, we utilized the Consumer Price Index – May 2024 (see attached). This index reflects a 4.0% increase based on the Food Away from Home. The below chart includes the SY 2024-2025 commercial and commodity pricing, as well as the pass-through values based on the USDA SY24-25 rates.

Mfg Product Code	Product Description	Pack & Unit Size	Commercial Price	Net Off Invoicing (NOI) Per Case			Total Value Pass Through (VPT) Per Case	Commodity Case Price
				Mozzarella	Flour	Tomato Paste		
73338	BEACON STREET CAFÉ™ 51% WG Cheese Stuffed Sticks	100 / 4.2 oz.	\$62.19	\$20.07	\$2.50	\$0.00	\$22.57	\$39.62
68591	BIG DADDY'S® Primo 16" Par-baked Cheese Pizza	72 / 5.13 oz.	\$70.04	\$18.06	\$2.11	\$1.07	\$21.24	\$48.80
68592	BIG DADDY'S® Primo 16" Par-baked Pepperoni Pizza	72 / 5.13 oz.	\$71.56	\$14.51	\$2.11	\$1.07	\$17.69	\$53.87
68638	BIG DADDY'S™ PRIMO 16" 51% WG BBQ CHICKEN PIZZA	72 / 5.53 oz.	\$72.43	\$15.91	\$1.62	\$1.31	\$18.84	\$53.59
78637	BIG DADDY'S® Primo 16" 51% WG Four Cheese Pizza	72 / 5.18 oz.	\$72.74	\$18.06	\$1.97	\$1.17	\$21.20	\$51.54
78638	BIG DADDY'S® Primo 16" 51% WG Turkey Pepperoni Pizza	72 / 5.18 oz.	\$74.18	\$14.45	\$1.97	\$1.17	\$17.59	\$56.59
55293	Big Daddy's Pepperoni Stuffed Sandwich - IW	48 / 4.46 oz.	\$43.85	\$6.12	\$1.22	\$0.73	\$8.07	\$35.78
73158	TONY'S® Classic Wedge 7" 51% WG Cheese/Cheese Sub Pizza	96 / 4.6 oz.	\$56.43	\$9.03	\$2.49	\$1.42	\$12.94	\$43.49
78366	TONY'S® GALAXY PIZZA® 4" 51% WG Cheese Pizza - IW	72 / 4.46 oz.	\$58.87	\$14.17	\$1.72	\$1.08	\$16.97	\$41.90
78367	TONY'S® GALAXY PIZZA® 4" 51% WG Round Pepperoni Pizza - IW	72 / 4.51 oz.	\$59.99	\$12.82	\$1.72	\$1.08	\$15.62	\$44.37
78314	TONY'S® Deep Dish 5" 100% Mozzarella Uncured Pepperoni Pizza - IW	60 / 4.98 oz.	\$60.57	\$9.63	\$1.82	\$0.98	\$12.43	\$48.14
78315	TONY'S® Deep Dish 5" 100% Mozzarella Cheese Pizza IW	60 / 4.98 oz.	\$59.04	\$11.88	\$1.82	\$0.98	\$14.68	\$44.36
78368	TONY'S® Deep Dish 5" 51% WG 100% Mozzarella Cheese Pizza	60 / 4.98 oz.	\$55.36	\$11.88	\$1.82	\$0.98	\$14.68	\$40.68
78369	TONY'S® Deep Dish 5" 51% WG 100% Mozzarella Pepperoni Pizza	60 / 4.98 oz.	\$57.00	\$9.63	\$1.82	\$0.98	\$12.43	\$44.57

We look forward to the opportunity to continue our business partnership with you for the next school year. If you have questions regarding this proposal, please reach out to your Schwan's Representative, Mike Czarniecki, at (734) 637-6779. As always, we appreciate your business and look forward to our continued partnership!

Sincerely,

Miriam Kaczmarek

Miriam Kaczmarek
National Bid Manager
Schwan's Food Service, Inc.
sfsibids@schwans.com

CC: Mike Czarniecki – Regional Sales Manager
Doug Priestas – Zone Manager

Attachment: Consumer Price Index (CPI)

115 West College Drive
Marshall, MN 56258
www.SchwansCompany.com