



Request for Contract Update

Pursuant to the terms of contract number R190501 for School Supplies Contractor must notify and receive approval from Region 4 ESC when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4 ESC. Region 4 ESC reserves the right to accept or reject any request.

Lakeshore Learning Materials, LLC
(Contractor) hereby provides notice of the following update on
this date 9/14/2022.

Instructions: Contractor must check all that may apply and shall provide supporting documentation. Requests received without supporting documentation will be returned. This form is not intended for use if there is a material change in operations, such as assignment, bankruptcy, change of ownership, merger, etc. Material changes must be submitted on a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers
____ Addition
____ Deletion
____ Supporting Documentation

Price Update
____ Supporting Documentation

Products/Services
____ New Addition
____ Update Only
____ Supporting Documentation

Discontinued Products/Services
____ Supporting Documentation

States/Territories
____ Supporting Documentation

Other Update Contract Language
____ Supporting Documentation

Notes: Contractor may include other notes regarding the contract update here: (attach another page if necessary).
Please see attached.

Submitted By: Tyler Domski Tyler Domski

Title: Vice President - Business Process & Contracts

Email Address: tdomski@lakeshorelearning.com

Approved by Email: Date 10/7/2022 | 1:22 PM CDT

Denied by Email: Date _____

Region 4 ESC: DocuSigned by:
Robert Eichelmann
0B1D33BB0130490...



September 14, 2022

Region 4 ESC
7145 W. Tidwell
Houston, TX 77092

RE: Update Contract Language

Dear Region 4 ESC,

This is a request to update contract language, to reflect market conditions that have transpired since the original agreement was signed.

We request a Modification to Appendix B, part of the Official Signed Contract. This is the highlighted section below, (a) Products/Pricing Page 12, xii.

The Exception regarding price increases should be modified (replaced in whole), as follows: Lakeshore agrees to hold the discount offered in this submission throughout the lifetime of the contract. Catalogs and prices are subject to change during the calendar year, and in the event of significant factors outside of our control, such as government-imposed tariffs, global pandemic, or unprecedented supply chain issues.

As the direct manufacturer of Lakeshore products, we take into consideration a variety of factors to determine any increases/decreases in our catalog prices.

Because we develop, manufacturer, deliver, and market our own products, our price increases are based on the increases in raw material cost, transportation, and other elements of the supply chain.

The current prices will remain in effect through January 31, 2023, unless there are unprecedented changes in input costs, or factors outside of our control.

If you have any questions, please feel free to contact me at 800-421-5354, x2783 with any additional questions or concerns.

Thank you for your partnership in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler Domski". The signature is written in a cursive style.

Tyler Domski
Vice President - Business Process & Contracts
Lakeshore Learning Materials, LLC

Appendix B**TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|---------------------------------|---|--|-----------------------------------|
| Contract Page 7 | 14) Delivery. | EXCEPTION: Delivery within 7-10 business days ARO. * | |
| | | *Please note: Orders within the 48 contiguous states arrive in 7-10 business days. For orders shipping to Alaska and Hawaii, please allow 2-4 weeks. Shipments to U.S Territories take 3-6 weeks. Freight charges will apply to orders shipping outside of the contiguous United States. | |
| Contract Page 7 | 14) Delivery. | EXCEPTION: Freight Terms (Free Shipping on orders over \$500, shipping to one location) | |
| | | apply to the contiguous U.S only. Freight charges will apply to orders shipping outside of the contiguous U.S. | |
| a) Products/ Pricing Page 12 | xii. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. | Lakeshore agrees to hold the discount offered in this submission throughout the lifetime of the contract. However, catalogs and prices are subject to change with the release of new catalogs in January and February each year. | |
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