



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

HP Inc. (Vendor Name) hereby provides notice of the following update to

Contract number: R210403 Contract Title for Technology Solutions, Products & Services on this date 9/26/2024

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. Request received without supporting documentation will be returned.

Authorized Distributors/Dealers
 Addition
 Deletion
 Supporting Documentation

Price Update
 Supporting Documentation

Products/Services
 New Addition
 Update Only
 Supporting Documentation

Material Change
 Assignment
 Change in ownership (sale/purchase)
 Bankruptcy
 Acquisition
 Merger
 Supporting Documentation

Discontinued Products/Services
 Supporting Documentation

States/Territories
 Supporting Documentation

Other _____
 Supporting Documentation

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary). For material changes, indicate the name of the company of the awarded supplier and the official name of assigned or added company.

- 1) HP is requesting the addition of two authorized dealers in support of the contract as well as the removal of one dealer.
- 2) HP is requesting approval to amend the R210403 contract and add Upon request and at pricing agreed upon by HP (or an HP authorized dealer) and the customer, HP may provide services on any equipment owned or leased through a prior .OMNIA Partners contract, or via any other means.

Details on the requested language are included in the attached supporting documentation

Signature of Vendor: Elizabeth Leach

Submitted By: Elizabeth Leach

Approved Date Signed by:
Adam Palau
A5A9F62707BB46B...
 Denied Date _____

Title: Contract Sales Manager

Region 4 ESC 1st Review

DS
CW
Initials

Contact Phone Number: 501-849-4740

Region 4 ESC:

9/30/2024 | 10:25 AM CDT

Email Address: elizabeth.leach@hp.com

Signature

For material changes, the awarded contract holder and/or subsequent assignee agrees to and understands the following principles:

i. **Contract holder reference.** If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records.** Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments.** Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor Master Agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

**HP Inc. R210403 Technology Solutions, Products, and Services
Request for Vendor Contract Update – Supporting Documentation
September 26, 2024**

Request #1:

HP requests the addition of the following authorized dealers:

- Spr, Inc.
Location ID 102682000
- Offix, LLC
Location ID 100298051

HP requests the removal of the following authorized dealer:

- Micro Computer Systems DBA Micro K12

Request #2:

HP would like to request approval for an amendment to the R210403 contract, specifically to Appendix B, Section 8. Services. This amendment would add a new subsection (i) that would offer HP the ability to provide services for legacy equipment owned or leased under a previous OMNIA Partners contract or via other means, as well. See example below.

8. Services.

(a) Support Services. HP's support services will be described in the applicable Supporting Material, which will cover the description of HP's offering, eligibility requirements, service limitations and Customer responsibilities, as well as the Customer systems supported.

(b) Professional Services. HP will deliver any ordered IT consulting, training or other services as described in the applicable Supporting Material.

(c) Professional Services Acceptance. The acceptance process (if any) will be described in the applicable Supporting Material, will apply only to the deliverables specified, and shall not apply to other products or services to be provided by HP.

(d) Services Performance. Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard.

(e) Services with Deliverables. If Supporting Material for services defines specific deliverables, HP warrants those deliverables will conform materially to their written specifications for 30 days following delivery. If Customer notifies HP of such a non-conformity during the 30-day period, HP will promptly remedy the impacted deliverables or refund to Customer the fees paid for those deliverables and Customer will return those deliverables to HP.

(f) Dependencies. HP's ability to deliver services will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver the services.

(g) Expenses. HP will charge separately for reasonable out-of-pocket expenses, such as travel expenses incurred in providing professional services.

(h) Change Orders. We each agree to appoint a project representative to serve as the principal point of contact in managing the delivery of services and in dealing with issues that may arise. Requests to change the scope of services or deliverables will require a change order signed by both parties.

(i) Services for Legacy Equipment. Upon request, HP may provide services on any equipment owned or leased through a prior OMNIA Partners contract, or via any other means.