



**NASPO ValuePoint  
Mailroom Equipment, Supplies & Maintenance  
Solicitation #ADSP016-00006328**

Neopost offers the following modifications/clarifications to your request for proposal:

**Section 3 Scope of Work**

**p.23, 3.7 Software Purchase or Subscription**

All software provided under this agreement may have an end-user license agreement ("EULA") governing its use, and/or other related documents. These will need to be acknowledged in the Task Order.

**p.23, 3.8 Equipment Performance**

3.8.1 We guarantee performance of all equipment provided equipment is used within proper documented user specifications.

**p.24, 3.8 Equipment Performance**

3.8.1 Neopost cannot guarantee that the Performance of the equipment will not be affected by non-approved supplies or materials specified by equipment parameters.

**p.25, 3.10 Service Level Agreements**

3.10.1.8 Loaner equipment requests must be made by customer in writing, available for mailing products only. Due to the installation and set up requirements of our Folder/Inserter products, it is not feasible to provide loaner equipment.

**p. 26-27, 3.13 Installation/Integration**

Neopost does not print the warranty end period on its labels and asks that this label requirement be removed. This information will be made readily available by calling the number on the label.

**p.27, 3.16 Equipment Rental**

Neopost USA reserves the right to limit the "Rentable" products, and such products that are rentable will be identified in the Product/Price book.

**p.30, 3.19.4 Sales Promotion**

Neopost will extend promotional pricing for meter rentals.

**Section 6: NASPO ValuePoint Master Agreement Terms and Conditions**

**p.53, 16.d Acceptance Testing**

Neopost does not offer a 30 day acceptance period. Neopost will consider the items accepted once a unit is delivered and shown to be operating in accordance with its manufacturing specifications. Units covered under warranty will be repaired or replaced if found not working in accordance with the manufacturer specifications.

**p.55, 18 Warranty**

Under our warranty, Neopost will repair or replace any unit not found operating in accordance with its manufacturing specifications. Refunds are not offered under our Warranty.

**p.55, 19 Title of Product**

If Leasing or Renting is the procurement method, title to the product will remain with us for the term of the lease. Our leasing offer includes the ability for the end-user to assume title (LTOP) or have title remain with Neopost (FMV). Options and pricing variance are presented to the customer at point of sale.



**p.59, 28 Cancellation**

Neopost clarifies that the termination or expiration of this Agreement, and/or any subsequent Participating Addendum, shall in no way relieve either party from its obligations pursuant to any Equipment Leases, Postage Meter Rental Agreements or software subscriptions that were entered into prior to the date of such termination or expiration.

**p. 61, 30 Defaults & Remedies**

Neopost requests 30 days to reasonably cure a default.

**p. 70-71, 7.K Compensation**

This request should be made in writing from the customer stating the reason for withholding and the amount.

**Section 7 Lead State (State of AZ) Terms and Conditions**

**7.1 M. Indemnification & Insurance**

**p.75, 1.5 Notice of Cancellation**

Insurance companies no longer provide a 30 day prior notice of cancellation; therefore we cannot guarantee a 30 day prior notice. We request that the 2 day notice of policy change be changed to a 10 business day notice of change.

**7.2 State of AZ Uniform Terms and Conditions**

**3. Contract Administration & Operation**

**p.81, 3.8 Ownership of Intellectual Property**

Neopost USA will grant a license to the Purchasing Entity for its use of any Intellectual Property created in connection with Services provided for such Purchasing Entity. However, all such Intellectual Property shall be the property of Neopost USA.

**8 States Contractual Rights**

**p.88, 8.5 Right to Offset**

Neopost advises that any disputed amount must be identified by the Customer to Neopost and Neopost must have a reasonable opportunity to cure.

**9 Contract Termination**

**p.89, 9.4 Termination for Convenience**

Neopost clarifies that the termination or expiration of this Agreement, and/or any subsequent Participating Addendum, shall in no way relieve either party from its obligations pursuant to any Equipment Leases or Postage Meter Rental Agreements that were entered into prior to the date of such termination or expiration

**9.5 Termination for Default**

**P.89, 9.5.3**

Neopost request 30 days to reasonably cure a default. While Neopost will be responsible for direct damages you suffer from our default under this agreement, Neopost will not be liable for any costs associated with purchasing of goods or services from another vendor.