

To: US Educational Technology Purchasing Alliance  
68 Heartland Drive  
Pittsboro, NC 27312

From: CABLExpress Corporation, dba CXtec  
5404 South Bay Road  
Syracuse, NY 13212

RE: Option B for 2016 Technology RFP#1605001  
Date: August 1, 2016

Mr. Scism:

CXtec wishes to submit our previous response to RFP 14160101 and 1460104 as a response to this RFP, accepting all changes to the current solicitation and continuing all accepted exceptions and clarifications from our original response. We have filled out Appendix G and Appendix H on this RFP and are submitting those as an attachment to our response.

Company Name: CABLExpress Corporation, dba CXtec

Signature: 

Printed Name: 

Date: 



Appendix G

Please place a check next to the States for which you wish to be approved for the use of USETPA contracts. Also, indicate the States in which you certify that you maintain a physical location.

State/Territory	Approved	Location	State/Territory	Approved	Location
USA	X		New Hampshire	X	
Alabama	X		New Jersey	X	
Alaska	X		New Mexico	X	
Arizona	X		New York	X	X
California	X		North Carolina	X	
Colorado	X		North Dakota	X	
Connecticut	X		Ohio	X	
Delaware	X		Oklahoma	X	
Florida	X		Oregon	X	
Georgia	X		Pennsylvania	X	
Hawaii	X		Rhode Island	X	
Idaho	X		South Carolina	X	
Illinois	X		Tennessee	X	
Indiana	X		Texas	X	
Iowa	X		Utah	X	
Kansas	X		Vermont	X	
Kentucky	X		Virginia	X	
Louisiana	X		Washington	X	
Maine	X		West Virginia	X	
Maryland	X		Wisconsin	X	
Massachusetts	X		Wyoming	X	
Michigan	X		Washington DC	X	
Minnesota	X		Puerto Rico	X	
Mississippi	X		American Samoa	X	
Missouri	X		Guam	X	
Montana	X		American V.I.s	X	
Nebraska	X				
Nevada	X				

Notes:

Signature: Barbara S Ashkin Date: 8/1/16

Printed Name: Barbara S Ashkin

Appendix H: Business Category

**M/WBE**

**Please check all that apply and sign below.**

As defined by EEO, I certify that my company qualifies as the following;

Minority Business Enterprise: \_\_\_\_\_

Women Business Enterprise: \_\_\_\_\_

None of the above:   X  

As defined by the US Small business Administration, my company qualifies as;

Certified Small Business; \_\_\_\_\_

Signed: Barbara S Ashkin

Dated: 8/1/16

Printed Name: Barbara S Ashkin



**Intent to Award**

Posted: July 20, 2015

Solicitation number: 14160101 & 1460104

Description: Refurbished/new networking/telephone equipment &  
Cabling/connectors

Product: See price list for full list

USETPA intends to award the contract(s) listed below. This document shall become the statement of award and serve as acceptance of your offer on Jan 23, 2015 unless otherwise notified.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award of this contract shall protest within 10 days of the date this award is posted. A protest shall be in writing and clearly state the reason for the protest and the relief requested. The protest must be received by the Contract Administrator (via email at [www.info@usetpa.com](mailto:www.info@usetpa.com) or fax at 919-929-9074 or via post at 68 Heartland Dive, Pittsboro NC, 27516) within the 10 day time window.

**Contract Number(s):** 1214098098

**Awarded Granted To:** Cxtec  
5404 South Bay Rd  
Syracuse, NY 13212

**Total Potential Value:** \$1,000,000

**Max. Contract Period:** January 1, 2015 through December 31, 2019

**Discounts:** Detailed discounts to be listed on USETPA website

**USETPA Executive Director**

Landon Scism

Appendix C-2

Bidder Cover Form

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1 False certification is a Class I felony. By signing this proposal, upon an award of contract, bidder is bound by the terms and conditions of contracts as submitted to with response or in subsequent negotiations, except Appendix I is a nonnegotiable addendum to any contract that changes the original RFP. By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect on Appendix I.

Bidder: CAPS Express Corporation dba CXtec		FEDERAL ID OR SOCIAL SECURITY NO. 16-1105670	
Street Address: 5404 South Bay Rd.		P.O. Box PO BOX 4799	Zip: 13212
City, State, Zip: Syracuse NY. 13212		Telephone Number: 315-476-3000	Toll Free Tel No. 800-318-7503
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Barbara S Ashkin. VP/CEO		Fax Number 315-455-1800	
AUTHORIZED SIGNATURE: Barbara Ashkin	Date 7-16-15	Email: bashkin@cxtec.com	

Accepted  
Vandor E. [Signature] 7/20/15



## LIMITED LIFETIME WARRANTY

Subject to the terms and conditions set forth below, CXtec® equal2new® products, with the exception of equal2new APC products, carry a limited lifetime warranty on parts and labor. CXtec warrants to the original End User purchaser that its equal2new products will be materially free from defects under normal use and service for as long as the original End User owns the product, or for three (3) years after the manufacturer discontinues such product, whichever is sooner. If the product has been manufacturer discontinued prior to the original End User's purchase from CXtec, the warranty term will be three (3) years from the date of purchase.

This warranty does not cover defects or damages due to ordinary maintenance, normal wear and tear, cords, plastic casings, improper use, accidental damage, neglect, misuse, abuse, incorrect installation, unauthorized repair, alterations, or modifications, failure of or surges in electric power, conditions caused by abnormal temperature and/or humidity control, vandalism, negligence in transit or handling, acts of nature, or any other acts or causes beyond CXtec's reasonable control.

The warranty period for equal2new products commences on the day of shipment. If products under warranty are claimed to be defective, please notify CXtec's equal2new Warranty Entitlement Group at (800) 767-3282 x2400 or [2400@cxtec.com](mailto:2400@cxtec.com), and request a return material authorization (RMA) to return the products. Pursuant to the instructions on the RMA form, all products should be returned to the CXtec Distribution Center at 621 E. Brighton Avenue, Syracuse, NY 13210. Upon receipt of the products, CXtec, at its sole discretion, will either choose to repair the products, supply a replacement, or credit the customer's account. CXtec will use its best efforts to provide an advanced replacement, subject to availability, for all eligible claims that are made with one (1) year from the date of shipment. Any replaced or repaired product will continue to be warranted under the original warranty period. All products returned to CXtec must be packaged in packing materials that afford the same degree of protection from damage and electrical discharge as the original packaging materials. Removal of equal2new identification seals will VOID this warranty. Returned product must be received within ten (10) days of receipt of an advance replacement, otherwise the list price of the product will be charged. Returned product must match exactly with regard to the quantity, type, serial numbers and/or bar codes of the products being replaced. This warranty is valid in the United States, all U.S. Territories, and Canada.

THE FOREGOING WARRANTY AND END USER'S REMEDIES WITH RESPECT THERETO, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CXTEC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS, OR REVENUE) ARISING FROM ANY CAUSE WHATSOEVER, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, EVEN IF CXTEC HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Some states do not allow the exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## **CXtec's Policy on Returned Goods**

### **Shipping Information:**

To accommodate your shipping preferences, CXtec will make every effort to bill your freight carrier account directly. Sometimes we are unable to comply with this request due to limitations based on carrier availability, shipment weight, or other circumstances. When this occurs, CXtec will ensure that the product is shipped to you in the most economical way and will inform you of any associated costs subject to additional billing.

Freight charges are prepaid & add, Syracuse, NY.

### **Warranty Information:**

equal2new® Products carry a limited lifetime warranty (1st year advance replacement), with the exception of equal2new APC products, which carry a 2 year warranty; all as standard business practice.

**CABLExpress® products** carry a limited lifetime warranty on parts and labor. This warranty is void if the products are subjected to physical damage.

### **New Equipment and Premise Wiring Product:**

CXtec warrants that any new item will be in compliance with the original manufacturer's warranty from the date of shipment. Alteration, abuse or misuse voids all warranties. Some products have extended warranties available or may have warranties exceeding the standards listed. After thirty days from date of purchase, all new equipment warranty claims must be made with the original equipment manufacturer directly using the process stated in their warranty terms.

### **Return Information:**

All returns must be within thirty days of the date of purchase. All returns must be pre-approved, issued a Return Material Authorization # prior to returning, and shipped prepaid to CXtec. Returnable items may be subject to a restocking fee. Opened products, custom cables, bulk cable, connectors, tools, test equipment, configured products, special orders, discontinued items, and items held more than 30 days are not returnable.

### **Payment Information:**

CXtec standard terms are net 30 for customers with approved credit. An account can be established by submitting a completed credit application (available upon request). Instant credit will be extended for companies favorably rated by D&B. All purchase orders must be for the full purchase price plus taxes and freight as applicable. To expedite your order and keep order processing costs down, we request all orders under \$50 be billed to your MasterCard, Visa, Discover, American Express or Diners Club.

### **Billing Information:**

CXtec utilizes electronic invoicing practices, and will email all invoices to the "Bill To" contact referenced on the customer's purchase order.

## Qualifications & Experience

Our company was founded in 1978 because we listened to what our customers were saying and we figured out a way to support the technology they needed, at their pace. That philosophy has not changed. Every business decision has driven our goal of doing things differently in order to support our customers. We listen. We care. We try our best, every day, to give you the fantastic support and reliable service that made us famous, and continues to be the cornerstone of everything we do at CXtec.

Over the years, we've grown up in the technology remarketing space and evolved into a company that's unrivaled when it comes to helping our customers keep their networks up and their costs down. We understand that there can be a balance between the latest and greatest, and those tried and true platforms our customers love. We provide technology at the customer's pace, allowing them to transition at a pace and in a way that works for their organization. No one gets left behind at CXtec. We're here to support every customer, no matter their current technology design.

We're a company of 350 employees based in Syracuse, NY. We have our World Headquarters there, as well as our Technology Certification and Distribution Center. It's from here that we sell to companies and organizations all over the world, including many in North Carolina. Our small size and nimble approach means we're able to adjust accommodate, and respond to our customers in ways that bigger companies simply can't. Our flexibility and our dedication to a superior customer experience is what makes us unrivaled in the marketplace today. Here are some company milestones:

- 1978: Reliance Used Computer Corporation founded
- 1981: CABLExpress®, a division of Reliance, launched
- 1985: Provided IBM underfloor cabling to most Fortune 500 companies
- 1986: Revenue first exceeds \$1 million
- 1987: Expanded mainframe cable business to include network cable products
- 1989: First networks catalog mailing brings a spike in sales
- 1992: Named IBM Business Partner, revenue exceeds \$10 million
- 1995: Launch of equal2new® brand and Technology Certification and Distribution Center (TCDC) opened
- 1996: First corporate website launched
- 1997: Moved into World Headquarters in North Syracuse, N.Y. 13212
- 2001: First named to VARBusiness Magazine's top 500 solution providers in North America (on the list every year since)
- 2004: Changed name to CXtec
- 2005: Achieved ISO 9001:2000 certification, revenue exceeds \$100 million
- 2008: Celebrated 30 years in business
- 2009: Launched RapidCare® and achieved ISO 9001:2008 certification
- 2010: 15th anniversary of equal2new®
- 2013: Named one of CNY's Best Places to Work

Our company currently flourishes under the leadership of Mr. Pete Belyea, who is our President. Mr. Belyea started at CXtec over twenty-five years ago as the Division Manager for Emerging Markets and has been instrumental in the company's growth ever since.



## CXtec and the Public Sector

At CXtec, we understand IT concerns in the public sector like no one else. That's why we're proud to bring you CABLExpress and Equal2new – two brands that are instrumental in helping you keep your networks up and your costs down.

### **Equal2new**

Whether it's legacy equipment or cutting edge 10GIG technologies, Equal2new supports them all. Equal2new is the only certified pre-owned equipment in the marketplace that comes with an industry-leading warranty and a 99.51% out-of-the box reliability rating. In fact, every piece of equal2new equipment undergoes a rigorous 10-step certification process in an ESD-controlled environment before earning our seal of approval. All equal2new products are backed with our Lifetime Replacement Warranty which includes complimentary Advanced Replacement for the first year. Our exclusive equal2new gear can help simplify the buying process and reduce the cost of your networking, voice and storage infrastructure.

### **CABLExpress**

CABLExpress manufactures high-performance data center cabling infrastructure products. We've offered data center cabling infrastructure technologies worldwide for more than three decades, beginning our expertise by supplying everything from raised flooring and underfloor bus and tag cables, to ESCON® cables, to Token Ring connectors and other legacy products. Early on, we provided used replacement parts for mainframes, and have continued to expand our expertise into today's data center systems. Today we have a Registered Communications Distribution Designer (RCDD) on-site and we're corporate members of both BICSI and AFCOM. We bring an in-depth understanding of current data center standards, such as ANSI/TIA-568-C, ANSI/TIA-942-A, BICSI 002 and others.

### **Respect Layer One®**

It's imperative to protect the investments you make in technology. That's why at CABLExpress we're experts in the technology we provide. We bring understanding not just on our own offerings, but also industry trends and standards. Our products lead the industry in quality and performance, and we consistently improve the manufacturing processes on our cables, modules and enclosures to continue to set the standard.

In 2005, CXtec joined the elite ranks of companies with an ISO 9001 Certified Quality Management System. ISO 9001 certification assures you that our equal2new testing process is set to the highest standards possible via an approved and documented process. CXtec has a 4A1 Dun & Bradstreet rating, generates \$70 million plus in revenue annually, and has been among VARBusiness Magazine's Top 500 VARs every year since 2001. We are unrivaled when it comes to helping you keep your network up and your costs down.

Both Equal2new and CABLExpress products are currently sold into the public sector on consortium contracts. We are currently on TIPS/TAPS in Texas, and have been awarded both new product line and catalog awards on the PEPPM contract out of Pennsylvania. Our contracts generate over \$8 million in annual revenue and provide our customers with fantastic opportunities to keep their networks up and costs down.

CXtec also provides Rapidcare, an annual, subscription-based maintenance program. Subscribers pay an annual fee and receive next business day advanced replacement for network hardware. Program details are attached. Rapidcare is available for an additional fee on all equal2new products. We also offer a customer-owned Rapidcare option for coverage of equipment that is currently deployed in a customer's production environment. Details regarding our Rapidcare maintenance program are included with this submission.

CXtec also provides limited availability for equipment staging, configuration, and installation. We typically approach these requests on a case-by-case basis. We ask that CXtec be granted the ability to work with customers, as requested and needed, as those opportunities arise.

CXtec provides full-time sales and support staff for our customers. Our toll-free number is 800.318.7563 and we are available Monday-Friday from 8am-8pm EDT.

## Section II-General Conditions

**Page 26, 1.16: FREIGHT.** All orders over \$500.00 shall be quoted and delivered F.O.B. destination and delivery cost and charges shall be included in the bid price. Orders under \$500.00 and orders for equal2new APC products shall be exceptions and ground freight charges will be applied.

**Page 27, 1.20: DELIVERY:** CXtec strives to ship all requests within 1-2 business days from receipt of a customer's purchase order. CXtec agrees to work with each customer in order to meet their delivery timeframes. Delivery timeframe will be determined at the time the order is placed, with the customer being notified, in writing, of any extended delivery timeframes.

**Page 30, Section O: Warranty:** CXtec shall provide warranty terms and provisions as stated in our Equal2new Warranty Terms and Conditions (attached). In the first thirty days, CXtec will return defective equipment at our expense. After thirty days, our Return Policy applies. Customers will be required to pay the shipping fees associated with returning items covered under our warranty. CXtec will pay the shipping for the replacement parts.

**Page 31, Section Q: General Requirements:** Again, we take exception to the requirement that equipment be NEW. CXtec is proposing two product lines: CABLExpress Data Center products and compatibles, and our Equal2new program. Everything sold under the CABLExpress brand is new equipment backed with our Lifetime Hardware Replacement Warranty. This includes data center products like fiber trunks, patch cables, RSD enclosures, racks, and patch panels. It also includes OEM compatible accessories like SFP's, antennas, power supplies, and batteries.

Our second product line is Equal2new. Equal2new equipment is not new equipment. It is pre-owned equipment that is put through an ISO-certified ten step testing process at our Technology Certification and Distribution Center in Syracuse, NY. Our testing facility is an ESD-controlled environment and our equipment has a documented 99.51% out of the box reliability rating. CXtec does not claim to be the original manufacturer of the equipment we sell through our equal2new program. Equal2new is our brand of refurbished technology equipment. As such, CXtec is the sole producer and distributor of equal2new equipment.

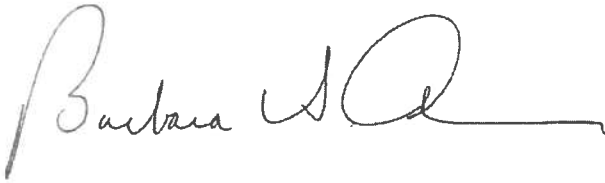
Further, CABLExpress Corporation, dba CXtec, makes the following modifications, exceptions, and clarifications to the bid language for RFP Number 14160101. These modifications, exceptions, and clarifications will be considered our addendum to the bid and will constitute separate contract terms to which both parties shall be bound.

**Page 32, Section X: Acceptance Criteria:** CXtec will make exhaust every effort to cure the defect or replace deliverables, at our discretion in order to achieve acceptance of deliverables from a subscriber. Therefore, we do not agree to allow a subscriber to bill CXtec for additional costs incurred as a result of our default. The subscriber shall return all product deemed unacceptable, and CXtec will cancel the remaining items from an existing purchase order. Subscriber shall remain responsible for payment of all products kept more than thirty days and/or those items not returned to CXtec.

**Page 33, Section Y: Firm Price Discount:** Subscribers may propose additional terms and discounts, but they only apply if CXtec accepts them.

These modifications, exceptions, and clarifications will be considered our addendum to the bid and will constitute separate contract terms to which both parties shall be bound.

Sincerely-

A handwritten signature in black ink, appearing to read "Barbara S. Ashkin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Barbara S. Ashkin  
Vice President & CFO, CXtec

July 16, 2015





## **CABLExpress Corporation (CXtec)-**

Barbara S Ashkin  
800.318.7563  
[bashkin@cxtec.com](mailto:bashkin@cxtec.com)

Cxtec  
5404 South Bay RD  
Syracuse, NY 13212

**SPIN: 143005790**

**USETPA Contract #s: 1214098098**

**Piggyback Eligible**