



CDW Government LLC
Small Business Partner

Request for Proposals
No. CDW·G-11-0001

Responses Are Due By 4:00 P.M. CST
August 25th, 2011

Proposals May Be Hand Delivered, Sent By U.S. Mail or Via Courier To:

Tara Barbieri, Program Sales
2 Enterprise Drive
Suite 404
Shelton, CT 06484

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OVERVIEW

This Request for Proposals (“RFP”) is issued by CDW Government LLC (“CDW·G”). The purpose of the RFP is to solicit Proposals from interested small, small disadvantaged, women-owned, service disabled veteran-owned, and HUBZone businesses (“Small Business Partner(s)” or “SBP”) to partner with CDW·G for appropriate federal business opportunities that contemplate small business participation in support of the Government’s socio-economic goal attainment. CDW·G intends to award Partnership Agreements under Lots 1-5 described in section 3.2.1 pursuant to which the Small Business Partner may issue purchase orders to CDW·G and CDW·G may fulfill those orders for Federal Government opportunities that are generated by either the Small Business Partner or CDW·G.

This RFP contains five sections:

Section 1 - Proposal Information. This section is used to inform prospective Small Business Partners of the general conditions under which the RFP is issued.

Section 2 - Information Required from Small Business Partners. This section provides prospective Small Business Partners with instructions regarding the nature and format of the detailed information that must be provided in a Proposal.

Section 3 - Work Statement. This section is a detailed description of the partnering relationships sought by CDW·G and CDW·G’s expectations of its Small Business Partners.

Section 4 - Terms and Conditions. This section provides the terms and conditions of any Partnership Agreement that may be awarded pursuant to this RFP. These terms and conditions will be incorporated in any resulting Partnership Agreement.

Section 5 - Business Size and other Certifications. This section provides the prospective Small Business Partners with the methodology to certify, among other things, their business size.

1. SECTION 1 PROPOSAL INFORMATION

1.1 Administrative.

This RFP and any revisions/amendments will be posted online for download at www.cdwg.com/smallbizrfp. Small Business Partners are encouraged to monitor this web site to ensure that their Proposal is in accordance with all RFP revisions/amendments. Requests to receive updates via email, should be sent to Matthew Flood at PSO@cdwg.com. You must provide your company name, point of contact name, statement verifying small business status, and valid email address.

1.2 Questions

All questions concerning this RFP must be submitted in writing & received by August 18th, 2011, 4:00 EST to:

Matthew Flood, Program Sales
CDW·G
Email: PSO@cdwg.com

Written questions must be submitted electronically using the contact information provided. Questions must reference the section of the RFP for which clarification is requested. Questions and answers will be posted online at www.cdwg.com/smallbizrfp and provided via email to designated points of contact at companies that have provided information as required in Section 1.1 above.

1.3 Proposals

For a Proposal to be considered, each Small Business Partner must submit a COMPLETE Proposal in response to this RFP, using the format provided in Section 2.

1.3.1 Proposal Receipt. Proposals must be received on or before the due date and time specified on the cover page of the RFP. Small Business Partners are responsible for timely receipt of their Proposal. Proposals which are received after the specified due date and time will not be considered. **All Proposals must be received by CDW·G on or before August 25th, 4:00 PM, CST (5:00 PM EST).**

1.3.2 Independent Price Determination. By submitting a Proposal the Small Business Partner certifies to the representations in Federal Acquisition Regulation (“FAR”) 52.203-2, “Certificate of Independent Price Determination.”

1.3.3 Signature. The cover letter of the Proposal must be signed by an official authorized to bind the Small Business Partner, and it shall contain a statement to the effect that the Proposal is firm for a period of at least sixty (60) days from date of receipt thereof by CDW·G.

1.3.4 Clarifications. If it is determined that a Small Business Partner’s Proposal is unclear, CDW·G may request clarification from one or all Small Business Partners. This process does not allow for changes. Rather, it is simply a process to clarify the Proposal submitted.

1.4 Oral Presentation

Small Business Partners that submit Proposals may be invited to make oral presentations to CDW·G. These presentations provide an opportunity for the Small Business Partner to clarify the Proposal through mutual understanding. CDW·G will schedule these presentations, if appropriate.

1.5 Negotiations.

CDW·G intends to make awards without any technical or price negotiations. Accordingly, Small Business Partners are encouraged to submit their most competitive Proposal in response to the RFP.

1.6 Economy of Preparation

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the Small Business Partner's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., are neither requested nor desired and will receive no evaluation credit. Emphasis should be on completeness and clarity of content and ensuring that the response specifically addresses the requirements set forth.

1.7 Selection Criteria

Responses to this RFP will be evaluated based upon the Small Business Partner's current ability to meet the requirements and goals of this RFP, the needs of CDW·G and providing the best value to CDW·G and its customers. The following criteria will be evaluated:

1.7.1 Management Summary.

1.7.2 Adequate Financial Resources.

1.7.3 Past Performance.

1.7.4 Small Business Partner's Contract Vehicles.

1.7.5 Price Analysis.

1.8 Assurances

1.8.1 Additional Financial Disclosure. Small Business Partner consents to CDW·G seeking additional financial information from the Small Business Partner or from third parties as may be necessary for CDW·G to evaluate Small Business Partner's financial capability. If CDW·G determines, in its sole discretion, that partnering with a Small Business Partner presents an unacceptable risk, CDW·G reserves the right to not award a Partnership Agreement to the Small Business Partner. Fill out Assurance #1 Additional Financial Disclosure and return a signed copy with Proposal.

1.8.2 Business Size Certification. All Proposals must contain a certification of the Small Business Partner's business size, and its disadvantaged, woman-owned, service disabled veteran-owned, or HUBZone status, as appropriate. Fill out Assurance #2 Small Business Status and return a signed copy with Proposal.

1.8.3 Small Business Partner's Contract Vehicles. The Small Business Partner **must** have at least one currently valid federal contract vehicle with an agency of the U.S. Government under which sales of Equipment offered by CDW·G could be made. Fill out Assurance #3 Certification of At Least One Currently Valid Federal Contract Vehicle and return a signed copy with Proposal.

1.9 Award.

1.9.1 Multiple Awards. CDW·G anticipates awarding multiple Partnership Agreement(s) for each of Lots 1-5 allowing the Small Business Partner to issue purchase orders to CDW·G on a fixed price basis for a base period of one year with three (3) option years. Award of a Partnership Agreement will be made to the responsive and responsible Small Business Partner(s) that offers the best value to CDW·G. Best value is determined by the Small Business Partner that best meets the selection criteria described in Section 1.7 as determined by CDW·G in its sole discretion. CDW·G reserves the right to reject any or all Proposals, to waive any information or technical defects, or to cancel this RFP at any time.

1.9.2 Partnership Agreement. By signing the award document, the vendor is reaffirming its awareness of, and agreement with, the various Partnership Agreement clauses. This RFP does not commit CDW·G to pay any cost for the preparation and submission of a Proposal.

Neither this RFP nor any resulting partnership agreement shall be deemed a commitment or guaranty by CDW·G that the Small Business Partner will receive any revenue or a minimum number of orders.

1.9.3 No Legal Recourse. By submitting a Proposal, the Small Business Partner acknowledges and agrees that each and every aspect of this RFP including, but not limited to, solicitation of Proposals, evaluation of Proposals, and award (or failure to award) a Partnership Agreement, is at the complete discretion of CDW·G, and Small Business Partner shall not be entitled to and hereby waives any right to challenge any such decision. Small Business Partner agrees that CDW·G (and its affiliated companies) shall have no liability whatsoever related to this RFP or any Partnership Agreement awarded thereunder.

1.10 Proposal Inclusions.

The contents of the Proposal submitted should assume the following naming convention and order:

- Cover letter
- Table of Contents
- Executive Summary (Optional)
- Section 1: Pricing
- Section 2: Financial information (D&B and past three years Financial Statements)
- Section 3: Management Summary
- Section 4: Work Plan
- Section 5: SDB Certifications

- Section 6: Past Performance, including Small Business Partner's Contract Vehicles
- Section 7: Completed FARS (See attached Section 5 FARS)

Descriptions of the intended contents of each of these sections are included in Section 2 of this solicitation.

SECTION 2: INFORMATION REQUIRED FROM SMALL BUSINESS PARTNERS

Proposals are to be submitted in the format outlined below. Each section of the Proposal should be clearly identified with appropriate headings, footers and pagination and pursuant to the requirements set forth in this RFP, particularly section 2.3. Page numbers to the extent possible should be sequential within each section. Each section should be identified in the footer to facilitate review.

2.1 Proposal Organization

2.1.1 Cover Letter. In the cover letter, please provide the full name and address of the organization and company's North American Industry Classification System (NAICS) or Federal acquisitions code. Indicate whether the organization operates as an individual, a partnership, or a corporation; if as a corporation, include the state in which it is incorporated. Verify that the Proposal is firm for a period of at least 60 days from date of receipt thereof by CDW·G.

2.1.2 Table of Contents. Include in the Proposal a comprehensive Table of Contents that identifies each section and also lists any additional materials that have been included.

2.1.3 Executive Summary. The Executive Summary is an option item that may be included in the Proposal at the Small Business Partner's discretion.

2.1.4 Pricing.

2.1.4.1 Markups. All margins/mark-ups quoted in Small Business Partner's response to this RFP will be firm for the duration of the Partnership Agreement. Prices quoted in the Proposal may be maximums, which could be discounted according to market conditions and specific competitive situations.

2.1.4.2 Acquisition Vehicles. The Small Business Partner shall provide one price table for each acquisition vehicle in its Proposal. The first pricing requirement will be the Small Business Partner's proposed mark up or margin requirements for opportunities in which CDW·G has performed the demand generation. The second pricing requirement will be the Small Business Partner's proposed mark up or margin requirements for opportunities in which the Small Business Partner has performed the demand generation. The third pricing requirement will be the Small Business Partner's proposed mark up or margin requirements for opportunities in which the Small Business Partner and CDW·G jointly performed the demand generation. The Small Business Partner shall identify all agency fee(s) for its contracts and whether or not the agency fee is include in its mark-up/margin.

2.1.4.3 Price Redacted Copies. Small Business Partner agrees to provide CDW·G with redacted copies of all Pos/delivery orders/task orders/contracts from the Government, upon request.

2.1.5 Financial Information. At a minimum, the Small Business Partner must provide its Dunn and Bradstreet number and audited financial statements including balance sheet, income statement, and statement of cash flows for the previous three fiscal years. For those Small Business Partners without three years of audited financial statements or desiring to receive a higher line of credit from CDW·G than would normally be granted based upon the Small Business Partner's financial resources, acceptable evidence consists of the available audited financial statements plus either a commitment or explicit arrangement with a suitable financing institution (line of credit, escrow, or flooring) or other such arrangement acceptable to CDW·G. SBP may be granted a line of credit by CDW·G either:

- a. Commensurate with the Small Business Partner's financial resources or
- b. Through other arrangement as specified in the Small Business Partner's Proposal and accepted by CDW·G.

In addition, and at a minimum, the following is required: (i) three (3) years of audited financial statements, (ii) proof of a commitment or agreement from a financial institution for a line of credit, flooring, or an executed Escrow Agreement, as reasonable determined by CDW·G, and (iii) **Assurance #1 Additional Financial Disclosure** found in Exhibit A of this RFP.

Small Business Partner agrees that is shall execute a Lockbox Agreement, Escrow Agreement and Security Agreement, in the form attached hereto as Exhibit B, C and D respectively, if requested by CDW·G. The Security Agreement shall grant CDW·G a security interest to the equipment and proceeds related to CDW·G provided equipment, and agrees that CDW·G may file a UCC-1, as appropriate.

Small Business Partner agrees to disclose in its response, and to update CDW·G promptly upon a change in condition, all lines of credit, flooring agreements and security interests and agreements. If Small Business Partner has any secured creditors, or has filed or agreed to a security interest with any other party, Small Business Partner agrees to provide signed documentation, in a form acceptable to CDW·G, agreeing that CDW·G shall have a first security interest in and to the CDW·G equipment and proceeds thereof.

Small Business Partner agrees and consents to allow CDW·G to perform lien searches that shall disclose secured creditors. It shall be grounds for automatic termination if there are any secured creditors that are not disclosed by Small Business Partner, that appear in a lien search.

2.1.6 Management Summary.

2.1.6.1 Work Plans Narrative. Include a narrative summary description of how the Small Business Partner would manage the Partnership Agreement including the receipt and fulfillment of orders. The narrative should include a detailed description of how the Small Business Partner will accomplish the objectives detailed in Section 3, including how delivery order processing will be automated and timely, as well as a registration process to assist in determining which party

has generated the customer’s demand. Provisions for how the Small Business Partner proposes to leverage CDW·G’s business model as a preferred provider when the Small Business Partner generates the customer’s demand.

2.1.6.2 Organizational Charts. A detailed description of the Small Business Partner’s management staff arrangement for Federal Government awards must be provided.

2.1.6.3 Project Staffing. The Small Business Partner shall identify and provide a statement of the relevant experience of an Account Executive that is dedicated to the CDW·G account.

2.1.7 SDB Certifications. Please provide a signed copy of **Assurance #2 Small Business Status** provided in Exhibit B of this RFP. Small Business Partners must provide copies of their small business certification.

2.1.8 Past Performance. The Small Business Partner shall be in business for a minimum of two (2) years to be eligible to submit a Proposal in response to this RFP. Indicate the prior experience of your organization, which you consider relevant to the successful accomplishment of the project defined by this RFP. Include sufficient detail to demonstrate the relevance of such experience. It is acceptable to use the same customers you describe here as your references for part 2.1.9 c. Indicate the ability of the Small Business Partner to meet the terms of the project/program and quality as described in this RFP with the same degree of success as the projects described in this section.

a. The Small Business Partner **must** have at least one currently valid federal contract vehicle with an agency of the U.S. Government under which sales of Equipment offered by CDW·G could be made. The Proposal shall contain a list of all current federal government contracts held by the Small Business Partner that are proposed as contract vehicles in support of CDW·G’s work model. Small Business Partner must consent to CDW·G contacting the contracting agency to verify the above information. Fill out **Assurance #3 Certification of At Least One Currently Valid Federal Contract Vehicle** and return a signed copy with Proposal.

b. For each contract listed in Assurance 3, SBP shall include the following information:

Contract Requirements	SBP Response
(i) Contract name	
(ii) Contract number	
(iii) Agency	
(iv) Term	
(v) Contracting officer and contact information	
(vi) Purchase order minimum, limitation, or other	

conditions or restrictions	
(viii) A statement of whether the contract is a small business set aside, or awarded under the Section 8(a) program or other socio-economic program	
(ix) General description of the scope of work, and	
(x) Other relevant information, such as starting and completion dates of projects successfully completed	

If the Small Business Partner would like to provide additional contract vehicles, additional tables may be provided.

c. Also, include the name, address, and phone number of three references (preferably from the Government) that may be contacted by CDW·G.

2.2 Additional Information and Contacts

Small Business Partners are encouraged to include any other information that is believed to be pertinent but not specifically requested elsewhere as an Appendix to their Proposal offer. Identify any expectations with regard to performance as a redline to the Partnership Agreement and include in this section.

2.3 Proposal Submittal

2.3.1 Copies. Submit two (2) originals of your Proposal. A copy of the Proposal shall also be submitted on a CD-R disk in MS Word document (2003 or higher) format.

2.3.2 Proposal Submission. Proposals must be received on or before the date specified on the Cover Sheet of this RFP for the Proposal to be considered for award. Small Business Partners are responsible for timely receipt of their Proposal by CDW·G.

SECTION 3: WORK STATEMENT

3.1 Background

3.1.1 A wholly-owned subsidiary of CDW LLC, CDW·G addresses the unique needs of the government, healthcare and education markets with brand name technology products and services. CDW·G is a leading source of Equipment and Services from top name brands such as Cisco, Computer Associates, EMC, Hewlett-Packard, IBM, Intel, Lenovo, Microsoft and Toshiba through the General Services Administration Group 70 IT Schedule, Blanket Purchase Agreements written pursuant to the GSA Schedule, Government Wide Acquisition Contracts (GWACs), Agency specific indefinite delivery indefinite quantity (IDIQ) contracts, and the open market. CDW·G was incorporated in September 1998 and had in excess of \$3B in revenue during 2009. CDW·G’s Federal Sector sales growth has primarily been fueled by direct sales to Federal Agency customers.

3.1.2 The founding principles of CDW·G are organized under the company's "Circle of Service" philosophy, where "everything we do revolves around the customer." As the

framework for the company's business model, the Circle of Service keeps the customer at the center of the business focus. Each customer works directly with a dedicated account manager, augmented by field account executives to determine technology solutions tailored specifically to the customer's needs. In addition, in-house and field account team specialists provide expertise in specific areas such as bandwidth, telephony, technology services, network design and volume software licensing.

3.1.3 CDW and CDW·G's business model results in our capability to warehouse, configure and ship product quickly and accurately from our own distribution centers. In point of fact CDW ships over 35 thousand boxes daily with 99.9% accuracy. We accomplish this through both a centrally located distribution center in Illinois with over 450,000 square feet of warehousing space and our 513,000 square foot western distribution center in Nevada which opened in February 2006. Our inventory, shipping and delivery operations are facilitated by a highly automated, state-of-the-art system, which incorporates proprietary technology developed by CDW, to complete customer transactions in the industry's most cost-effective and efficient manner. CDW achieved registration to the ISO Quality Management Standard ISO 9001:2000 in the first quarter of 2001. This certification indicates compliance with world-class quality principles published by the International Organization for Standardization, a network of the national standards institutes of 130 countries. The ISO registration also extends to CDW·G.

3.1.4 The Federal Government has long recognized the innovation and value of small businesses. Regulatory standards have been designed to promote use of small businesses in fulfillment of government contracts. CDW·G recognizes the challenges faced by small businesses in obtaining contracts that oftentimes require more staff, resources or capabilities than the small businesses have available. The CDW·G Small Business Consortium enables small and disadvantaged businesses to tap into CDW·G's e-commerce, service and distribution capabilities to more effectively compete for federal information technology contracts.

CDW·G released the first Small Business Consortium (SBC) RFP in 2003. Respondents were evaluated and 13 were chosen as the first Small Business Consortium members. They represented businesses with different capabilities and certifications, creating a win-win-win for federal customers, the small business partners and CDW·G.

In 2004 - 2009 CDW·G repeated the process with revenue for SBC members in excess of \$210M since inception. In 2009, there was a year over year growth of 79.4%.

3.2 Objective

3.2.1 Lot Requirements. This statement of work defines CDW·G's requirements for:

3.2.1.1 Lot 1: Partnering with Small Business Concerns to supply Information Technology (IT) Equipment and Services for further delivery to Federal Agencies.

3.2.1.2 Lot 2: Partnering with Small Woman-Owned Business Concerns to supply IT Equipment and Services for further delivery to Federal Agencies.

3.2.1.3 Lot 3: Partnering with Certified Small Disadvantaged Business Concerns to supply IT Equipment and Services for further delivery to Federal Agencies.

3.2.1.4 Lot 4: Partnering with Service Disabled Veteran-Owned Small Business Concerns to supply IT Equipment and Services for further delivery to Federal Agencies.

3.2.1.5 Lot 5: Partnering with any of the above business concerns in a HubZone to supply IT Equipment and Services for further delivery to Federal Agencies.

3.2.2 CDW·G envisions a Partnership Agreement that will provide the best execution of delivery orders through Small Business Partners for IT Equipment and Services to customers in instances where either CDW·G or the Small Business Partner has accomplished the demand generation. Credit card orders from Federal customers where CDW·G has generated the demand are outside the scope of this RFP.

3.2.3 CDW·G anticipates making multiple awards for each Lot. Through these Partnership Agreements, Federal Agencies will have a choice of Small Business Partners to meet their goals or to work with a specific Small Business Partner on a particular opportunity. Each Partnership Agreement entered into under this RFP and all purchase orders issued thereunder shall comply with the Limitation on Subcontracting rule (FAR 52.219-14) and the non-manufacturer rule (13 CFR § 121.406), as applicable.

3.3 Definitions

3.3.1 “Equipment” is used throughout this RFP to refer to a combination of items such as hardware, software, and firmware that is commercially available.

3.3.2 “Business Day” is any day other than a Saturday, Sunday or a federal holiday.

3.3.3 “Change of Control” shall be deemed to have occurred at such time as specified in the Small Business Administration regulations, 13 CFR Parts 121, 124.

3.3.4 “HUBZone” means a historically underutilized business zone which is in an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation. (13 CFR Part 126.)

3.3.5 “Services” is used throughout this RFP to refer to a combination of items such as asset tagging, break fix, cabling, configuration, customer service, customer installation, deployment, leasing, network consulting, packaged support, information technology staff augmentation, training and warranty of Equipment.

3.3.6 “Small Business Concern” is as defined in 13 CFR Part 121.

3.3.7 “Small Business Partner” means a successful vendor(s) issued a Partnership Agreement under Lots 1 through 5 of this RFP.

3.3.8 “Small Disadvantaged Business Concern” is as defined in 13 CFR Part 124.

3.3.9 “Service Disabled Veteran-Owned Small Business Concern” is as defined in FAR Part 2.

3.3.10 “Small Woman-Owned Business Concern” is as defined in FAR Part 2.

3.3.11 Note: A vendor cannot be counted as a Small Disadvantaged Business Concern or HubZone business concern without copy of the certification letter from the Small

Business Administration submitted along with the Business Size Certification contained in Section 5.

3.4 Mandatory Certifications.

Each vendor shall certify its business qualification for the Lot that the Small Business Partner is submitting a Proposal for by completing Assurance #2 Small Business Status.

CDW·G may seek independent verification of the Small Business Partner's business size from the Small Business Administration. Prior to each option year issuance, the Small Business Partner shall re-certify its business size status. CDW·G reserves the right to not execute an option year or to terminate the Partnership Agreement for convenience if a Small Business Partner no longer meets the business size certification for the Lot in which the Small Business Partner originally received an award.

SECTION 4: TERMS AND CONDITIONS

4.1 Scope

CDW·G will be the exclusive provider of Equipment to each Small Business Partner for Federal Government opportunities resulting from awards based on socio-economic status under circumstances in which CDW·G generates the demand. In instances in which the Small Business Partner generates the demand, CDW·G will be a preferred provider of Equipment. In instances where CDW·G has introduced a partner into an account that the partner has not previously done business, all business resulting for the partner from that customer shall be considered as generated by CDW·G as long as the partner is in the Small Business Consortium.

4.2 Term and Termination

4.2.1 This Agreement shall become effective on the Effective Date and shall consist of a base year and three one-year option periods.

4.2.2 This Agreement may be terminated, with or without cause, as follows:

4.2.2.1 If either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party may, by written notice thereof, terminate this Agreement as of a date specified in such notice of termination.

4.2.2.2 If a Change in Control occurs, this Agreement may be terminated by CDW·G if the Change in Control results in the Small Business Partner no longer meets the definition for the individual lot's business size.

4.2.2.3 By CDW·G, if the Small Business Partner no longer meets the definition for the individual Lot's business size.

4.2.2.4 Either party (individually "Terminating Party") may, by written notice, terminate the whole or any part of this Agreement for cause if the non-terminating

party fails materially or repeatedly to perform an obligation of such party hereunder, and has not cured such failure within ten (10) Business Days of receipt of notification by the Terminating Party of such failure to perform, or within any extension granted in writing by the Terminating Party.

4.2.2.5 Either party may terminate this agreement, in whole or in part, for its convenience with ten (10) days written notice to the other party.

4.2.3 Neither CDW·G or the Small Business Partner shall be liable to the other by reason of termination of this Agreement in accordance with its terms for compensation, reimbursement or damages on account of any loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or other commitments relating to the business or goodwill of either party, notwithstanding any law to the contrary. Notwithstanding anything herein to the contrary, no termination of this Agreement shall release either party from its obligation to pay the other party any amounts which accrued prior to such termination or which shall accrue after such termination.

4.3 Placement and Fulfillment of Orders

4.3.1 CDW·G will establish an authorized credit limit for each Small Business Partner which shall not be exceeded. Such credit limit will be evaluated on a periodic basis and adjusted up or down by CDW·G depending upon changes in the Small Business Partner's financial status or payment history as appropriate, as determined by CDW·G.

4.3.2 Each Small Business Partner shall submit requests to CDW·G for quotations of Equipment and/or Services in accordance with the procedures outlined in the Small Business Partner's Proposal. CDW·G will have five (5) Business Days after receipt of such request to respond with a firm, fixed priced quotation for the Equipment and/or Services.

4.3.3 Upon receipt of a purchase order from the Small Business Partner and acceptance of the order by CDW·G, CDW·G shall diligently proceed to fulfill such order under the terms of this Agreement. Small Business Partner shall include a copy of the purchase order from Federal Government with its purchase order to CDW·G. All orders from the Small Business Partner will be deemed accepted by CDW·G unless rejected in writing within two (2) Business Days of receipt.

4.3.4 All purchase orders shall be subject to the terms and conditions of this Agreement and to CDW·G's Standard Terms of Sale (please see www.cdw.com). Small Business Partner expressly acknowledges and agrees that CDW·G's Standard Terms of Sale shall take precedence over any conflicting terms in contained in Small Business Partner's purchase orders.

4.3.5 Small Business Partner shall be solely responsible for the payment of all agency fees related to its Government contracts.

4.3.6 Unless expressly agreed to in writing between CDW·G and the Small Business Partner prior to customer order issuance, the Small Business Partner is precluded from claiming credit for the sale with any OEM or other distribution source.

4.3.7 The Small Business Partner, if not already designated, agrees to become a Business Development Partner with Hewlett Packard within 60 days of award. Refer to <http://welcome.hp.com/country/us/en/solutions/partners.html>

4.3.8 Statements of Work and Purchase Orders. Upon a contract executed (“award”) between the government (Customer) and Small Business Partner, and pursuant to this Agreement, Small Business Partner and CDW-G shall execute a Addendum setting forth the Customer award specifics and the Products, which shall all be provided exclusively by CDW-G, in furtherance of that award. Small Business Partner shall then place an for the Products by issuing to CDW-G a written purchase order, signed and sent by a Small Business Partner authorized representative. Each "Purchase Order" will include a copy of the purchase order received from the Customer (depicting the CAGE Code assigned pursuant to Para 5.0) and will contain (1) a contact name; (2) phone number; (3) purchase order number; (4) product description; (5) product price; (6) ship to location; (7) bill to location; (8) CDW-G part number and (9) Quantity ordered. Purchase Orders will be deemed accepted by CDW-G upon the earlier of: (a) a written or electronic acceptance by CDW-G, (b) expiration of five business days without a notice of rejection by CDW-G, or (c) shipment or delivery of the applicable Product.

4.4 Exclusive Order Fulfillment by CDW-G

Small Business Partner must purchase all Products to fulfill the award from CDW-G. Upon shipment of the applicable Product, CDW-G will invoice Small Business Partner for the full purchase amount of the product shipped. Small Business Partner is responsible for timely and properly invoicing the Customer pursuant to the Customer’s purchase order to Small Business Partner to ensure that Small Business Partner’ credit status with CDW-G is not negatively affected. Such invoices from Small Business Partner to the Customer must ensure that payment is directed to the Account, as described in the next Section.

4.5 Multi-Party Lockbox Agreement and CAGE Code

If requested by CDW-G, Small Business Partner agrees to enter into a Lockbox Agreement or Escrow Agreement (as stated infra) with CDW-G and Small Business Partner has established a Cage Code, No. 57D99, designating payment from the Customer delivery orders for the Products to this lockbox (“Account”). Small Business Partner further agrees that if a Lockbox or Escrow Agreement is executed, it shall not invoice the Customer in any manner inconsistent with this Agreement without CDW-G’s prior written consent. Small business is precluded from changing any payment designation. Within five business days of receipt of payment by the Customer in the Account, CDW-G will forward the difference between such payment amount and the amount owed to CDW-G by Small Business Partner up to the amount authorized in the Customer’s purchase order to Small Business Partner.

4.6 Authority

Each party warrants it is a validly organized business entity with authority to enter into this Agreement. Each party warrants its Agreement signatories have the authority to bind its party.

4.7 Manufacturer's Warranties Only

It is understood that CDW-G is not the manufacturer of any of the Products purchased. All warranties offered are those of the manufacturers of the Products and not CDW-G. To the extent assignable, CDW-G assigns to Small Business Partner all warranties, if any, received by CDW-G from the manufacturers of the Products. Third party dealers are not agents of CDW-G and CDW-G has no obligation or liability arising from any warranty made by said third party dealer. In purchasing the Products, Small Business Partner is relying upon the manufacturer's or manufacturers' specifications and is not relying upon the brochures, photographs and other illustrations representing the Products, as improvements are constantly being made in design. There are no understandings, agreements or statements made in or conduct implied from past dealings which shall apply to the Products being sold hereunder, unless fully expressed in these Terms and Conditions.

4.8 Small Business Partner

4.8.1 SMALL BUSINESS PARTNER REPRESENTS AND ACKNOWLEDGES THAT CDW-G HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION OF ANY PRODUCT, ITS MERCHANTABILITY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY GOOD, IMPROPER DELIVERY, DELAY IN DELIVERY IN OR CONFORMITY OF ANY PRODUCT TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDERS RELATING THERETO. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED HEREBY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.8.2 Small Business Partner hereby represents and warrants that: (a) it will exclusively source all Products only from CDW-G; (b) it has not entered into any agreements or commitments that are inconsistent with or conflict with the rights granted to CDW in this Agreement; and (c) the Products are free and clear of all liens and encumbrances (other than that of CDW). Small Business Partner shall defend, indemnify and hold CDW, its affiliates and their officers, directors, employees, and agents harmless, without limitation, from and against any and all claims, demands, actions, lawsuits, proceedings, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any actual or alleged (i) breach of this First Addendum; (ii) breach of any warranty herein; and (iii) violation of any federal, state or local laws, rules, regulations, or ordinances. Affiliates of CDW shall be deemed to be third party beneficiaries and shall have the right to enforce all rights and obligations directly against Small Business Partner

4.8.3 EXCEPT WITH REGARD TO SMALL BUSINESS PARTNER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, AND AS OTHERWISE EXPRESSLY STATED HEREIN, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY

HAS BEEN APPRISED OF THE LIKLIHOOD OF SUCH DAMAGES OCCURRING.

4.8.4 NEITHER CDW-G NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. NEITHER CDW NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE, DELIVERY OR USE OF PRODUCTS , NEITHER CDW-G NOR ITS AFFILIATES WILL BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES IN EXCESS OF THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.

4.9 Export

If Products herein being purchased are being purchased for purposes of export, Small Business Partner must obtain from the United States federal government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void.

4.10 Confidential Information

All data or information furnished, shown or communicated between Small Business Partner and Small Business Partner in connection with this Agreement shall be kept confidential and shall only be used in the production of items or in the performance of service as specified in this Agreement. Notwithstanding the above, no information shall qualify as confidential if (i) it is or becomes publicly known, (ii) it is independently developed by the receiving party or is received from a third party having a right to disclose the information, (iii) it is information already in the possession of the receiving party at the time of the disclosure or (iv) if such information is disclosed in the prosecution or defense of a litigation or arbitration; provided, however, that the terms and conditions of this Agreement, including but not limited to prices, shall be considered confidential. The obligations of confidentiality set forth in this Section shall survive termination of this Agreement.

4.11 Independent Contractor

The relationship of Small Business Partner and Small Business Partner will be that of independent contractors and nothing set forth in this Agreement will be deemed or construed to render the parties as joint venturers, partners or employer and employee.

4.12 Insurance

In accordance with subpart (a) below, Small Business Partner agrees to provide a Certificate of Insurance evidencing that the required insurance coverage's are in force and should any of the above described policies on the certificate of insurance be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 day written notice to the certificate holder. The below required coverage's and their limits in no way lessen nor affect Small Business Partner's other obligations or liabilities set forth in Purchase Orders or under this Agreement.

4.12.1 Small Business Partner agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:

4.12.1.1 Statutory Workers' Compensation and Employers' Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;

4.12.1.2 Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in the Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability, and independent contractors' liability. CDW-G, its officers and employees shall be included as Additional Insured's and a waiver of subrogation shall be obtained from the carrier in favor of CDW-G;

4.12.1.3 Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Small Business Partner, its officers and employees shall be included as Additional Insured's on the policy;

4.12.1.4 Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Small Business Partner, or any person for whom the Small Business Partner is legally liable. To the extent that coverage for Small Business Partner's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.

4.12.2 Small Business Partner agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:

4.12.2.1 Commercial General Liability;

4.12.2.2 Products Liability in an amount no less than \$1 Million per occurrence covering bodily injuries or property damage arising out of defective products or work completed. To the extent that coverage for Small Business Partner's products are not excluded in (i), this requirement does not apply.

4.13 Small Business Partner Warranty Against Modification to Payment Terms

Small Business Partner warrants and agrees that it will comply with instructions originated by CDW-G directing disposition of all funds into the Lockbox. Small Business Partner irrevocably authorizes and directs CDW-G to direct the bank to comply solely with any request by CDW-G with regard to deposits into and withdrawals from, and services performed by the bank with respect to, any payments due or received under the Agreement. Small Business Partner warrants that it will not make any changes with respect to deposit of monies, proceeds, payment terms or any collateral, without prior written authorization from CDW-G.

4.14 Small Business Partner Payment Direct to Small Business Partner

Small Business Partner agrees to forward to the Northern Trust Bank Lockbox Account within one business day of receipt any and all payments made to Small Business Partner by the Customer.

4.15 Quarterly Financial Reports

Within ten (10) days of each calendar quarter, Small Business Partner agrees to provide CDW-G with financial reports in a format to be mutually agreed upon.

4.16 Warranties

Small Business Partner warrants and represents that none of the provisions of this Agreement, nor services to be performed by it hereunder, contravenes or is in conflict with any other agreement of Small Business Partner with, or obligation to, any other person, firm, or government, including without limitation any contracts, subcontracts, consulting agreements, teaming agreements, agreements for the assignment of inventions, federal or state laws, or federal or state regulations.

4.17 Small Business Partner Obligations

Upon termination of this Agreement, or any Addendum, without cause pursuant to the section titled "Termination for Convenience", Small Business Partner will be liable for (as applicable) the purchase price for Product shipped by CDW-G but not yet paid for by Small Business Partner.

4.18 Pricing and Payment

4.18.1 Equipment and/ or Services shall be supplied to the Small Business Partner in accordance with the pricing listed in CDW·G's quotation.

4.18.2 CDW·G will invoice the Small Business Partner upon Equipment shipment or provision of Services.

4.18.3 In the event of termination of the Small Business Partner's Partnership Agreement, the Small Business Partner shall be obligated to pay for equipment shipped and services performed by CDW·G prior to termination. Small Business Partner's payment obligations shall not be contingent upon its receipt of payment from the Government.

4.18.4 Notwithstanding anything else herein to the contrary, each Small Business Partner is solely responsible for all state and local taxes which may apply to any and all transactions contemplated hereby and agrees to pay the amount of any and all taxes or provide evidence to CDW·G's satisfaction necessary to sustain an exemption.

4.19 Indemnification

Small Business Partner shall defend, indemnify and hold CDW·G (and its affiliated companies) harmless from any and all liability, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the acts or omissions of Small Business Partner. In addition, the Small Business Partner shall indemnify CDW·G (and its affiliated companies) to the full extent of any liability, claims and expenses of whatever nature threatened or assessed against CDW·G (and its affiliated companies) in connection with any audit, review, investigation or inquiry by any entity (including the U.S. Government) relating to Small Business Partner's government contracts or any order issued under those contracts that may relate to this agreement.

4.20 Limitation of Liability

EXCEPT WITH REGARD TO SMALL BUSINESS PARTNER'S INDEMNIFICATION OBLIGATIONS UNDER PARAGRAPH 4.7 AND AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

4.21 Agreement Binding; Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be void. This approval requirement shall not apply to the assignment to any successor corporation in the event of a merger or consolidation. In addition, CDW-G shall have the right without consent to assign any or all of its rights and obligations under this Agreement to any of its affiliated entities. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors in interest. For purposes of this paragraph, "affiliated entities" shall mean any direct or indirect subsidiary or parent entity of CDW-G and any direct or indirect subsidiary of any such parent entity of CDW-G. Any assignment by Small Business Partner, of all or a portion of this Agreement, to an affiliate or subsidiary shall be prohibited unless mutually agreed by the parties.

4.22 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflicts of law rules. Any action arising out of a dispute between the parties shall be brought in the courts located in Cook County, Illinois and each party consents to the jurisdiction of the federal and state courts located in Cook County, Illinois and submits to

the jurisdiction thereof and waives the right to change venue

4.23 Disputes

In the event of any disagreement regarding performance under or interpretation of this Agreement, the parties shall attempt to reach a negotiated resolution. Notwithstanding the parties' desire to resolve disputes through negotiation, in the event that immediate action is required to protect a party's rights under the Agreement, the aggrieved party may take whatever immediate action is appropriate to protect its rights, to include, but not be limited to injunctive relief. Nothing contained in this Agreement or in any other document related hereto is intended to or shall have the effect of requiring either party hereto to consider, resort to, participate in, or abide by any arbitration process or mechanism, or any device or arrangement of a nature or intent similar to arbitration. However, nothing in this article shall excuse CDW-G from proceeding with the work ordered under this Agreement, pending resolution of the dispute.

4.24 Notices

If to CDW-G, to:

CDW Direct, LLC
200 N. Milwaukee Ave
Vernon Hills, IL 60061
Attn: General Counsel

CC:
CDW
2 Enterprise Drive, Suite 404
Shelton, CT 06484
Attn: Tara Barbieri

If to Small Business Partner, to:

All notices will be effective: (a) when delivered personally; (b) three (3) business days after being sent by certified mail; (c) the first business day after being sent by a nationally recognized courier; or (d) on the same business day on which it is sent by facsimile; provided such transmittal is complete before 5 p.m. (C.S.T.) and is followed by notice under subsection (a), (b) or (c) above. Either party may change its notice information by giving proper notice of such change to the other party, provided that such notice will only be effective upon receipt. If this Section states no notice information for CDW-G, notice will be effective if given to CDW-G at the address specified in this Agreement's introductory paragraph or CDW-G's address last known to Small Business Partner.

4.25 Severability

If any provision of this Agreement is determined to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

4.26 Advertising

Neither party will, without the other party's prior written consent, use the names, service marks and/or trademarks of the other party or any of its affiliates, or publicize the existence of this Agreement in any manner, including in any advertising, publicity release or sales presentation.

4.27 No Waiver; Cumulative Remedies

The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, will not be construed as an election or remedies, waiver, or relinquishment of the future performance of any rights, and the obligations of the party with respect to such future performance will continue in full force and effect. Except as otherwise provided herein, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

4.28 Entire Agreement

This Agreement constitutes the complete, final and exclusive statement of the terms of this Agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions of the parties. No modification or rescission of this Agreement will be binding unless executed in writing by the party to be bound thereby.

4.29 Force Majeure

Neither party shall be liable for failure to comply with any of the terms of this Agreement to the extent that such failure has been caused by fire, war, insurrection, acts of terrorism, government restrictions, government boycott or other governmental action, or other similar causes beyond the control and not due to the fault of the non-performing party ("Force Majeure). Notwithstanding the foregoing, if such circumstances substantially delay or prevent performance by **CDW-G** for more than thirty (30) days, **Small Business Partner** may immediately terminate this Agreement.

4.30 Survival

Any terms of this Agreement that would, by their nature, survive the termination of this Agreement will so survive including Term and Termination and Miscellaneous.

4.31 Signatures

This Agreement may be executed in counterparts, which together will constitute one and the same agreement. Each party will have the right to rely on a facsimile signature on this

Agreement, and each party will, if the other party so requests, provide, after such transmission, an originally signed copy of this Agreement to the other party.

4.32 No Grant of License/No Public Communications

4.32.1 Nothing contained in this Agreement shall give Small Business Partner any interest, license or right in any trademark, name, logo, or other trade designation of CDW·G (or any affiliated company) and Small Business Partner agrees that it will not assert or claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trade name, trademark/service mark or logo belonging to or licensed to any CDW·G affiliated company.

4.32.2 Small Business Partner shall not issue any public communications including but not limited to press releases or other marketing material related to this Agreement or any order issued thereunder without CDW·G's prior written consent.

SECTION 5: BUSINESS SIZE AND OTHER CERTIFICATIONS

Small Business Partners shall submit with their Proposals a certification of their Business Size Status in accordance with FAR 52.212-3(a) and Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters in accordance with FAR 52.209-5 and a copy of their ORCA annual responses.

EXHIBIT A: ASSURANCES

Assurance #1 Additional Financial Disclosure

We certify that _____ will agree to disclose such information from our company and/or third parties as is necessary so that CDW•G will be able to determine our financial capability. We understand that if CDW•G determines, in its sole discretion, that partnering with our company presents an unacceptable risk, that CDW•G reserves the right to not award a Partnership Agreement to the Small Business Partner.

Small Business Partner

Name of Authorized Official

Signature of Authorized Official/ Date

Assurance #2 Small Business Status

We certify that _____ meets the necessary requirements of FAR 52.212-3 for a minimum of three (3) years and as such is eligible to submit a Proposal in response to this RFP. We understand that CDW·G will evaluate our Small Business past performance as a federal government contractor, subcontractor or supplier in the evaluation of this Proposal.

Small Business Partner

Name of Authorized Official

Signature of Authorized Official/ Date

Assurance #3 Certification of At Least One Currently Valid Federal Contract Vehicle

We certify that _____ has at least one currently valid federal contract vehicle with an agency of the U.S. Government under which sales of Equipment and Services offered by CDW•G could be made. We consent to CDW•G contacting the contracting agency to verify the above information. To this end, we have provided the below information.

Agency	Contact Name	Contact Number

[To be filled out by the Small Business Partner; add more lines if needed.]

Small Business Partner

Name of Authorized Official

Signature of Authorized Official/ Date

EXHIBIT B: ESCROW AGREEMENT

EXHIBIT C: LOCKBOX AGREEMENT

EXHIBIT D: SECURITY AGREEMENT