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Vernon Hills, IL 60061

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F: 847.465.6800
Toll-Free: 800.808.4239

www.cdwg.com/PeopleWhoGetIT

9/14/2021

Re: Technology Catalog | ITB AEPA #022-G

To the AEPA Evaluating Committee:

The Association of Educational Purchasing Agencies (AEPA) is seeking catalog proposals from qualified vendors who can provide a vast array of technology products and services to members within your 29 state agencies. As a leading technology Value Added Reseller and current AEPA provider, CDW Government LLC (CDW•G) has the experience and the expertise to provide your members with product and service sourcing that is in line with your organizational goals.

Serve all AEPA members regardless of size. CDW•G serves over 15,000 K-12 entities across the country, from the largest districts to small private institutions. Our ability to scale allows us to support the unique IT needs of both our large and small customers, all while maintaining a standard of support that promotes equity of customer service across the board. No customer is too small to be treated as a priority, nor too large to experience a lag.

Provide high-quality products and services. AEPA members will receive only products of quality. CDW•G does not procure from third party or gray market vendors; we work only with the manufacturers and their authorized sources directly to ensure a secure supply chain. Additionally, CDW•G only sells new items from the OEMs, unless an AEPA member otherwise requests refurbished items. When it comes to services, CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments.

Streamlined purchasing model. Our breadth and depth of catalog provides AEPA members access to over 250,000 products from over 1,000 major manufacturers. Our standardized order process and eCommerce capabilities mean that all your members can purchase with ease and consistency. Due to CDW•G's status as a current AEPA vendor, business continuity will be maintained, with none of the inherent disruption of bringing on a brand new vendor who does not possess the knowledge or strong partnership that already exists with CDW•G & AEPA.

Streamlined contract management. At CDW•G, AEPA is supported by a department singularly devoted to managing contracts. We have processes in place to ensure that the contract is maintained throughout the life of the contract; we utilize automated internal systems as well as Program Management personnel to manage the proposed price structure. Our dedicated contracts team has worked and will continue to work intimately with state-level representatives in order to continue prioritizing individual AEPA member needs.

National reach with a local touch. AEPA members across the country have access to CDW•G's products and services. The nationwide reach of our sales teams and services bench, together with our extended network of regional distributors and local, diverse business partners, mean that AEPA members on different sides of the country receive individual attention but without varying levels of service and support.

CDW•G has been a trusted AEPA partner since 2003, and we look forward to continuing our partnership and enabling this contract to continue growing. Should you have any questions about our offer, please reach out to Sr. Proposal Specialist Lindsay Bensenhaver at LinBens@cdw.com.

Sincerely,

David C Hutchins

David C. Hutchins
Vice President, Strategic Programs

Executive Summary

The Association of Educational Purchasing (AEPA) has successfully created a procurement program that achieves administrative efficiency and best value for its users while collectively representing the voices of those they represent. Currently, AEPA is seeking a qualified vendor who can provide a wide technology catalog on a national scale.

The intricacies of IT coupled with the inherent complexities of cooperative management call for a vendor with demonstrated expertise in both domains. Strategic sourcing hinges on the iterative collaboration between the cooperative and its solutions provider. This partnership requires much more than quick fulfillment and good pricing. It commands a partner who understands the cooperative's goals and how to achieve them.

At CDW Government LLC (CDW•G), we believe our longstanding relationship with AEPA exemplifies such a partnership. We have had the privilege of working with AEPA on the current iteration of the Technology Catalog contract. Since 2003, we have not only met your goals, but we have also been able to help grow contract utilization amongst our growing customer base of K-12 entities. In fact, contract sales for our current AEPA agreements grew over 45% from 2018 to 2020.

CDW•G has the experience and the expertise to continue to provide your members with product and service sourcing that is cost-effective, emphasizes overall value, and exceeds members' expectations for customer service.

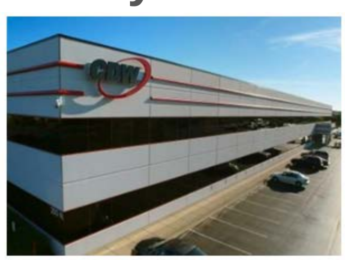
We know that it takes more than historical growth to drive future success. We have used the lessons we have learned during our time supporting this contract to refine processes and inform strategy. We have intentionally evolved this model to align with AEPA and their member's mission. For this next iteration of the contract, we will help AEPA continue to evolve through the following:

- Optimized sourcing efficiency and overall value
- Seamless adoption and expansion
- Contract vibrancy and relevance
- Continued dedication to customer service
- National reach, local touch

Optimizing Sourcing Efficiency and Overall Value

Streamlined Sourcing

Through CDW•G, AEPA members have access to more than 250,000 top brand-name products from more than 1,000 leading manufacturers. With our ability to stock a wide range of products from a diverse portfolio of manufacturers, we are able to function as a sole-source vendor for AEPA members' hardware and software needs.



450,000-square-foot distribution center in IL

513,000-square-foot distribution center in NV

CDW•G offers the operational model to bring strategic sourcing to life so AEPA's procurement of IT solutions benefits from simplicity and efficiency. We seek to collaborate with the AEPA members to evolve and execute their strategic sourcing initiatives. K-12 entities often face several challenges in IT sourcing while striving to achieve student outcomes. CDW•G aims to be their partner of choice to overcome these challenges while reaching their goals – a strategic sourcing ally.

Accuracy and speed are critical to the customer experience. Keeping this in mind, our operational model helps AEPA members to realize efficiencies through consolidation – decreasing the number of necessary transactions; eProcurement integration – supporting flexible reporting electronic invoicing; and a robust logistics network – enhancing product availability, secure product sourcing, and timely delivery.

Total Value

CDW•G provides AEPA a full range of products and services that enable your members to develop the best total solution to meet their specific needs while attaining the best value. We understand that AEPA members deserve a user experience that goes beyond the closing out of a purchase order. With that in mind, CDW•G aims to secure the vitality of long-term solutions for members, not just basic transactional business focused solely on hardware purchases. The value we bring to AEPA members can best be encompassed as follows:

- Partner network—OEMs, services and distribution
- Value-added services with integration capabilities
- Highly skilled specialists and engineers
- A full stack of solutions across the IT lifecycle

While some vendors will offer attractive pricing up front just to win an opportunity, there is no guarantee that the lowest price will necessarily translate to the best investment. CDW•G understands that AEPA members need more than just a sourcing partner; they also need partner who can optimize their technology throughout the lifecycle and make it more affordable. Price is not just the number on the quote—there are always hidden costs that go into maintaining technology, and AEPA members benefit from a vendor who can provide the services and transparency to take care of that technology – avoiding hidden costs and saving more money in the long run.

CDW•G sits between customers and vendor partners, creating value for both. As a trusted advisor, we help customers navigate and successfully excel in an ever-changing world by providing them the technology advice and solutions they need – when, where and how they need them.

Primed for Seamless Adoption and Expansion

As a current holder of this contract, CDW•G is well poised to provide AEPA members with a smooth transition to its newer iteration with little to no disruption. Members won't have to struggle with the hassles associated with becoming familiar with a new vendor, learning a new purchasing system, or building a rapport from scratch with a new sales force.

Through our experience with this contract, specifically, as well as 30 years in the public sector serving school districts, campuses, and state & local governments, CDW•G has the tools in place to easily facilitate a multi-state campaign. We can put in place the nationwide initiatives needed to promote contract adoption using our internal resources and customer network.

This adoption can be enhanced by an exclusive vendor partnership on this contract. Sellers can invest more deeply into the contract when they are assured in positioning AEPA with their customers, as it affords them the time to fully vet a customer's needs and build robust solutions to address those needs. The contract model empowers our sellers to forecast accurately, secure funds, and work with our OEM partners to drive incremental savings.

The benefit to AEPA members is also significant. With a sole-award framework, members have one vendor to rely on rather than integrating several vendors into their purchasing processes. This reduces purchasing complexity and provides members with better pricing since OEMs are competing with each other through a single VAR rather than against themselves via multiple vendors. As a result, members can feel confident that they are getting the best value, without the need to price shop between multiple vendors – optimizing the customer experience and increasing efficiency.

When it comes to growing contract utilization, CDW•G is a ready partner with historic success in this area. Our historical success is due largely in part to the structure of our sales force, which allows us to develop relationships with a large number of customers across regions and segments. Our account teams are vertical specific, meaning that account managers covering K-12 will not also cover Hi-Ed or state & local. Currently we have relationships with over 15,000 K-12 entities across the country, supported by account teams who are experts on the needs and requirements of K-12 environments.

Moving forward, CDW•G looks forward to continuing to help contract utilization grow through new member adoption. We will implement a robust marketing plan that focuses on utilizing our specialized contract resources, established and tenured sales force, our multi-modal marketing solutions, and our tried and trusted contract launch process. Details about our marketing plan can be found in separate attachment.

Ensuring Contract Vibrancy and Relevance

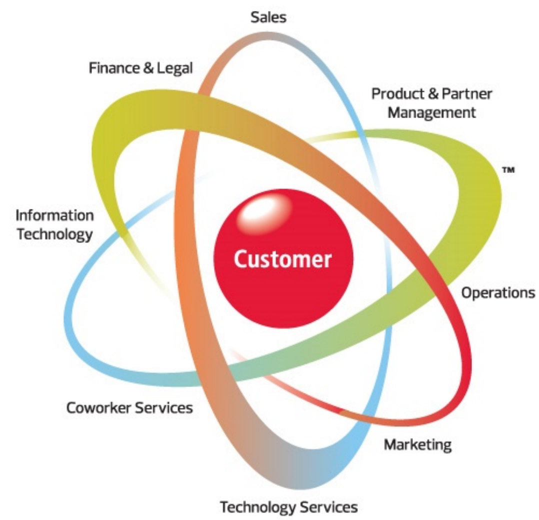
In order to ensure success, CDW•G understands that a contract solution is not limited to just marketing campaigns and outreach but must also include compliance and a solid operational foundation. CDW•G has a department singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the program management department work full-time to maintain contract compliance and administer contract procedures, such as reporting. CDW•G invests in these resources based on our understanding that contracts are complex sets of commitments.

By making contract management the sole domain of a set of experienced, trained program management professionals, CDW•G remains dedicated to standardizing the process and ensuring a vibrant contract lifecycle.

As a VAR with a widespread catalog and comprehensive knowledge of IT solutions, we offer the solution that best fits the user needs rather than thoughtlessly promoting one brand or solution. This approach creates a nimbler contract option for all members with a contract vehicle that allows multiple solutions on a single agreement and a clear onramp for new technology – fostering contract vibrancy across its lifecycle. Having served on this contract since 2003, AEPA members will benefit from a seamless contract transition. With the contract already set up in our system, members would not experience a lapse in contract coverage. CDW•G's program management team already has a thorough understanding of AEPA reporting requirements, and we are already well established with individual state agencies. This means less buffer time to work out kinks in the process, and it also means less set up for agencies to receive contract fee payments. Overall, negotiations with member agencies will be more streamlined with the current mutual operational understanding of all parties.

In short, because of our experience and the investments CDW•G has made to our contract management processes, we are able to hit the ground running with AEPA, your state agencies, and your individual members. We can provide a level of flexibility that allows AEPA members' needs to easily be met as technology and those needs evolve.

Commitment to Our Customers



CDW•G continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around our customers. It drives us to provide outstanding customer service and the best value.

As a vendor-neutral technology integrator, we offer best solutions for a customer's environment. This is because AEPA members are better off with solutions that make the most sense for their need. As such, our account managers don't simply process orders; they also serve as trusted purchasing advisers to our customers. This role is supported by our relationships with all the top manufacturers and service partners, who work with our account managers to develop tailored, custom solutions that provide the most value to members for every stage of their IT journey.

Customer Service Success Story

CDW•G understands that great customer service begins by leading with the goals we share with our customers. As such, CDW•G has evolved alongside a large Missouri school district to develop and implement innovative procurement and technology solutions. For more than 12 years, the district's dedicated CDW•G account manager has worked continually and diligently to understand the district's IT goals and bring them to fruition. His customer-centric approach has fostered genuine collaboration - acting as an extension of the district's IT and procurement teams. When the district needed an efficient and comprehensive fulfillment avenue, their CDW•G account manager recommended AEPA. This customer has been using it as their primary procurement vehicle ever since.

The global pandemic has introduced unique, inconvenient circumstances. Specifically, the supply chain constraints induced by the pandemic pose challenges for all vendors in the channel. At CDW•G, we proactively coordinate our inventory resources, logistics capabilities, and extensive partner network to mitigate the impact from these product constraints. The district's account manager took this one step further to help them with a recent Chromebook purchase. The account manager was attuned to the district's needs and, despite significant barriers, he was able to orchestrate licensing, services, pricing, and our strategic partners to align with the customer's budget and requested timeline. All the while, the account manager maintained a transparent line of communication to keep the district apprised of progress. Not only did the district's CDW•G account manager get it done, but he upheld a positive customer experience, affirming the trust the district has established in CDW•G.

As this example demonstrates, we maintain an unwavering commitment to our customers. Many vendors can state how they helped a customer successfully achieve IT objectives, but far fewer have the wherewithal and the integrity to guide customers through tumultuous times. However, we understand that how we deal with adversity impacts how and when we succeed.

National Reach, Local Impact

CDW•G is well equipped to pair our resources of a national, Fortune 500 company with the customer intimacy of a local vendor. We do this in three primary ways:

A regionalized sales force. Our account managers are not only vertical-specific (K-12, Hi Ed, State & Local), but they also serve specific regions of the country. Our account managers work within a defined geography with an increased understanding and awareness of their markets, trends, local competitive environments, and ultimately their customers. Also, we deploy an in-market, field sales force to further foster customer intimacy. We are well positioned to maximize coverage for AEPA members, improve their level of service, drive new business, and better align with vendor partners.

Diverse business partnerships. Committed to a long-term vision of business diversity, we have formed more than 1,100 partnerships with minority-owned, woman-owned, and small, disadvantaged businesses, including product manufacturers, distributors and service providers. As part of these relationships, we invest time and resources to help our partners become stronger, more effective businesses. By continually engaging small, local, diverse vendor partners, CDW•G spreads direct and indirect economic development to communities across the nation, creating a far-reaching multiplier effect that ripples through the local economies. We are committed to tracking and reporting on the impact of these efforts by measuring business production as well as job and wage growth.

A commitment to serving our local communities. Since our founding more than 35 years ago, CDW•G and our coworkers have been committed to supporting local communities where we live and work. This support is embedded across our organization, with coworkers at all levels giving of their time and talents to various programs and passions. CDW•G dedicates meaningful support to our communities and works closely with coworkers to support causes that matter most to them. Local community relations, Business Resource Groups, small groups of coworkers and individual coworkers are all important voices in raising awareness of issues and causes that matter most. The local perspective is critical in helping us identify and support opportunities that will bring the greatest impact.

Conclusion

No potential vendor is better positioned than CDW•G to continue and maintain AEPA's upward trajectory in today's complex and changing IT market. As the technology provider for AEPA, CDW•G will shepherd the contract to new heights and ensure the continued prosperity of the AEPA brand.

We know the need for vendor support does not stop at deployment completion. Maintaining technology program agility and alignment with the goals of AEPA's member institutions is a continuous task. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor partner that shares a passion for innovation and continued development.

We pledge to remain dedicated to supporting the full scope of your technology and contractual needs. AEPA can be assured that we do not rest on our laurels. CDW•G's relentless focus and undivided attention allows us to fully vet AEPA member needs, build robust solutions to address those needs and provide competitive pricing over the life of the technology. CDW•G's aim in addressing this RFP's requirements is to continually enhance how IT supports AEPA members' goals, while saving budget dollars and valuable IT staff time.

Exhibit A—Financial Health Documents

Please see CDW's 2020 Form 10-K following.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2020

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission File Number 001-35985

CDW CORPORATION

(Exact name of registrant as specified in its charter)

Delaware	**26-0273989**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
75 Tri-State International Lincolnshire , Illinois	**60069**
(Address of principal executive offices)	(Zip Code)

(847) 465-6000
(Registrant's telephone number, including area code)

None
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common stock, par value $0.01 per share	CDW	Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. ☒ Yes ☐ No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. ☐ Yes ☒ No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. Yes ☒ No ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). ☐ Yes ☒ No

The aggregate market value of the voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2020, the last business day of the registrant's most recently completed second fiscal quarter, was $16,514 million, based on the per share closing sale price of $116.18 on that date.

As of February 23, 2021, there were 140,991,095 shares of common stock, $0.01 par value, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Certain parts of the registrant's definitive proxy statement for its 2021 annual meeting of stockholders to be held on May 20, 2021, which will be filed with the Securities and Exchange Commission on or before April 30, 2021, are incorporated by reference into Part III of this Annual Report on Form 10-K.

CDW CORPORATION AND SUBSIDIARIES

ANNUAL REPORT ON FORM 10-K
Year Ended December 31, 2020

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FORWARD-LOOKING STATEMENTS

This report contains "forward-looking statements" within the meaning of the federal securities laws. All statements other than statements of historical fact are forward-looking statements. These statements relate to analyses and other information, which are based on forecasts of future results or events and estimates of amounts not yet determinable. These statements also relate to our future prospects, developments and business strategies. We claim the protection of The Private Securities Litigation Reform Act of 1995 for all forward-looking statements in this report.

These forward-looking statements are identified by the use of terms and phrases such as "anticipate," "assume," "believe," "estimate," "expect," "goal," "intend," "plan," "potential," "predict," "project," "target" and similar terms and phrases or future or conditional verbs such as "could," "may," "should," "will," and "would." However, these words are not the exclusive means of identifying such statements. Although we believe that our plans, intentions and other expectations reflected in or suggested by such forward-looking statements are reasonable, we cannot assure you that we will achieve those plans, intentions or expectations. All forward-looking statements are subject to risks and uncertainties that may cause actual results or events to differ materially from those that we expected.

Important factors that could cause actual results or events to differ materially from our expectations, or cautionary statements, are disclosed under the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this report. All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by those cautionary statements as well as other cautionary statements that are made from time to time in our other Securities and Exchange Commission ("SEC") filings and public communications. You should evaluate all forward-looking statements in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not reflect all of the factors that could cause actual results or events to differ from our expectations. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this report are made only as of the date hereof or, with respect to any documents incorporated by reference, available at the time such document was prepared or filed with the SEC. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

PART I

Item 1. Business

Our Company

CDW Corporation (together with its subsidiaries, the "Company," "CDW" or "we"), a Fortune 500 company and member of the S&P 500 Index, is a leading multi-brand provider of information technology ("IT") solutions to small, medium and large business, government, education and healthcare customers in the United States ("US"), the United Kingdom ("UK") and Canada. Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions and services that include on-premise, hybrid and cloud capabilities across data center and networking, digital workspace, security and virtualization.

We are vendor, technology and consumption model "agnostic", with a solutions portfolio including more than 100,000 products and services from more than 1,000 leading and emerging brands. Our solutions are delivered in physical, virtual and cloud-based environments through approximately 7,000 customer-facing coworkers, including sellers, highly-skilled technology specialists and advanced service delivery engineers. We are a leading sales channel partner for many original equipment manufacturers ("OEMs"), software publishers and cloud providers (collectively, our "vendor partners"), whose products we sell or include in the solutions we offer. We provide our vendor partners with a cost-effective way to reach customers and deliver a consistent brand experience through our established end-market coverage, technical expertise and extensive customer access.

We simplify the complexities of technology across design, selection, procurement, integration and management for our customers. Our goal is to have our customers, regardless of their size, view us as a trusted adviser and extension of their IT resources. Our multi-brand offering approach enables us to identify the products or combination of products from our vendor partners that best address each customer's specific IT requirements.

We have capabilities to provide integrated IT solutions in more than 150 countries for customers with primary locations in the US, UK and Canada, which are large and growing markets. According to the International Data Corporation ("IDC"), the total US, UK and Canadian IT market generated approximately $1 trillion in sales in 2020. We believe our addressable markets in the US, UK and Canada represent approximately $360 billion in annual sales. These are highly fragmented markets served by thousands of IT resellers and solutions providers. For the year ended December 31, 2020, we estimate that our total Net sales of $18.5 billion represented approximately 5% of our addressable markets. We believe that demand for IT will continue to outpace general economic growth in the markets we serve, fueled by new technologies, including hybrid and cloud computing, virtualization and mobility as well as growing end-user demand for security, efficiency and productivity.

Value Proposition

We are positioned in the middle of the IT ecosystem where we procure products from OEMs, software publishers, cloud providers and wholesale distributors and provide added value to our customers by helping them navigate through complex options and implement the best solution for their business. In this role, we believe we provide unique value to both our vendor partners and our customers.

Our value proposition to our customers
- Broad selection of products and multi-branded IT solutions
- Value-added services with integration capabilities
- Highly-skilled specialists and engineers
- Solutions across IT lifecycle

Our value proposition to our vendor partners
- Access to over 250,000 customers
- Large and established customer channels
- Strong distribution and implementation capabilities
- Customer relationships driving insight into technology roadmaps

Customers

We provide integrated IT solutions to over 250,000 small, medium and large business, government, education and healthcare customers throughout the US, UK and Canada.

We serve our customers through sales teams focused on customer end-markets that are supported by technical specialists and highly-skilled service delivery engineers. Our market segmentation allows us to customize our offerings and to provide enhanced expertise in designing and implementing IT solutions that meet our customer's specific needs.

We have three reportable segments, Corporate, Small Business and Public. Our Corporate segment primarily serves US private sector business customers with more than 250 employees. Our Small Business segment primarily serves US private sector business customers with up to 250 employees. Our Public segment is comprised of government agencies and education and healthcare institutions in the US. We also have two other operating segments: CDW UK and CDW Canada, each of which do not meet the reportable segment quantitative thresholds and, accordingly, are included in an all other category ("Other").

In our US business, which represents approximately 90% of our revenues, we currently have five dedicated customer channels: corporate, small business, government, education and healthcare, each of which generated $1.4 billion or greater in Net sales in 2020. Net sales to customers in the UK and Canada combined generated $2.1 billion in 2020. We believe this diversity of customer end-markets provides us with multiple avenues for growth and has been a key factor in our ability to weather economic and technology cycles and continue to gain market share.

Partners

We provide more than 100,000 products and services from more than 1,000 partners, including well-established companies such as Adobe, APC, Apple, Cisco, Dell EMC, Google, Hewlett Packard Enterprise, HP Inc., IBM, Intel, Lenovo, Microsoft, NetApp, Nutanix, Palo Alto Networks, Poly, Samsung, and VMware, as well as from emerging technology companies to expand our portfolio. This broad portfolio of partners and technologies enables us to offer customers significant options and meet customer demand for the products and solutions that best meet their needs. We believe our value proposition to vendor partners enables us to evolve our offering as new technologies emerge and new companies seek us as a channel partner.

In 2020, we generated over $1.0 billion of Net sales from each of six vendor partners and over $100 million of Net sales from each of fourteen other vendor partners. We have received the highest level of certification from major vendor partners such as Cisco, Dell EMC, Hewlett Packard Enterprise, LG, Microsoft, Palo Alto Networks, Samsung, and VMware which reflects the extensive product and solution knowledge and capabilities that we bring to our customers' IT challenges. These certifications also provide us with access to favorable pricing, tools and resources, including vendor incentive programs, which we use to provide additional value to our customers. Our vendor partners also regularly recognize us with top awards and select us to develop and grow new customer solutions.

Product Procurement

We may purchase all or only some of the products our vendor partners offer for resale to our customers or for inclusion in the solutions we offer. Each vendor partner agreement provides for specific terms and conditions, which may include one or more of the following: product return privileges, price protection policies, purchase discounts and vendor incentive programs, such as purchase or sales rebates and cooperative advertising reimbursements. We also purchase software from major software publishers and cloud providers for resale to our customers or for inclusion in the solutions we offer. Our agreements allow the end-user customer to acquire cloud-based solutions software or licensed products and services.

In addition to purchasing products directly from our vendor partners, we purchase products from wholesale distributors for resale to our customers or for inclusion in the solutions we offer. These wholesale distributors provide logistics management and supply-chain services for us, as well as for our vendor partners.

For our US operations in 2020, we purchased approximately 50% of the products we sold as discrete products or as components of a solution directly from our vendor partners and the remaining 50% from wholesale distributors. Purchases from our three largest wholesale distributors, Ingram Micro, SYNNEX and Tech Data, were each approximately 10% of total US purchases in 2020.

Inventory Management

We operate two distribution centers in North America: a 513,000 square foot facility in North Las Vegas, Nevada, and a 442,000 square foot facility in Vernon Hills, Illinois. We also operate a 120,000 square foot distribution center in Rugby, Warwickshire, UK. Leveraging our distribution and logistics capabilities, we handle and ship over 40 million units annually on an aggregate basis from our distribution centers.

We also have drop-shipment arrangements with many of our OEMs and wholesale distributors, which permit us to offer products to our customers without having to take physical delivery at our distribution centers. These arrangements represented approximately 50% of total North America Net sales in 2020. Electronic delivery for software licenses are approximately 15% of total North America Net sales in 2020.

We believe that the location of our distribution centers allows us to efficiently ship products to our customers and provide timely access to our principal distributors. We believe that our logistics and configuration capabilities delivered by our highly skilled and certified team enable us to customize technology for our customers to meet their unique needs.

We believe competitive sources of supply are available in substantially all of the product categories that we offer.

Competition

The market for technology products and services is highly competitive and subject to economic conditions and rapid technological changes. Competition is based on many things, including the ability to tailor specific solutions to customer needs, the quality and breadth of product and service offerings, knowledge and expertise of sales force, customer service, price, product availability, speed of delivery and credit availability. We face competition from resellers, direct manufacturers, large service providers, cloud providers, telecommunication companies, and to a lesser extent e-tailers and retailers. Smaller, local or regional value-added resellers typically focus on a single solution suite or portfolio of solutions from one or two vendor partners.

We believe we are well positioned to compete within this marketplace due to our competitive advantages. We expect the competitive landscape to continue to evolve as new technologies are developed. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors. For additional information on the risks associated with competition, see "Item 1A. Risk Factors."

We believe we have sustainable competitive advantages that differentiate us in the marketplace. We have built a strong sales organization and deep services and solutions capabilities over time and expect to continue to invest to enhance these capabilities, which we believe when combined with our competitive advantages of scale and a performance driven culture, will help drive sustainable, profitable growth for us today and in the future. Our scale enables us to have a national and international footprint, as well as invest in resources to meet specific customer end-market needs. Our sellers are organized around unique customer end-markets that are both vertically and geographically focused. Our scale enables our ability to invest in technical coworkers who work directly with our sellers to help customers implement increasingly complex IT solutions. Our scale also enables us to operate our three distribution centers (two in the US and one in the UK), which combined are more than 1 million square feet in size. We have cross-border relationships that enable us to serve the needs of our US, UK and Canadian-based customers in more than 150 countries. Our strong, execution-oriented culture is underpinned by our compensation system.

Our Offerings

Our offerings range from discrete hardware and software products and services to complex integrated solutions including one or more of these elements. We believe our customers increasingly view technology purchases as integrated solutions rather than discrete product and services categories. We estimate that more than 40% of our Net sales in 2020 in the US came from sales of product categories and services typically associated with solutions. Our hardware products include notebooks/mobile devices (including tablets), network communications, desktop computers, video monitors, enterprise and data storage, and other hardware. Our software products include application suites, security, virtualization, operating systems and network management. Our services include advisory and design, software development, implementation, managed services and warranties.

IT is critical to both "run the business" and drive greater growth and productivity. To help our customers accomplish this, we have built a robust portfolio of solutions across data center, digital workspace, security, virtualization and services that we provide in physical, virtual, or cloud-based environments.

We provide customers with cloud solutions and services through public cloud solutions, which reside off customer premises on a public (shared) infrastructure, private cloud solutions, which reside on customer premises, and hybrid cloud solutions that deliver the benefits of both public and private solutions. Our migration, integration and managed services help our customers simplify cloud adoption, as well as the ongoing management of cloud solutions, across the entire IT lifecycle. Service delivery engineers work with our customers to design cloud solutions meeting their organizational, technology and financial objectives.

We offer a broad portfolio of integrated solutions that include the following on-premise, hybrid and cloud capabilities:

- *Data Center and Networking:* We assess our customers application infrastructure need, design flexible, resilient and efficient solutions and manage the solution throughout its lifecycle. Our broad portfolio of hardware and software products, encompassing both on and off-premise solutions, enables us to provide well-integrated solutions, including converged and hyper-converged infrastructure, physical and virtualized servers, software defined automation and orchestration solutions, hybrid storage, energy-efficient power and cooling, and networking.
- *Digital Workspace:* We build end-to-end solutions that deliver access to applications that improve our customers' productivity regardless of device or location. We connect our customers' physical devices, including laptops, desktops, IP Phones, mobile devices and print systems. We utilize collaboration solutions to unite applications via the integration of products that facilitate the use of multiple enterprise communication methods including email, persistent chat, social media, voice and video. We also host cloud-based collaboration solutions. Our solutions provide the tools that allow

our customers' employees to share knowledge, ideas and information among each other and with clients and partners effectively, securely and quickly.

- *Security*: We assess our customers' security needs and provide them with tools and services to help effectively manage risk. We are a security solutions integrator that combines our expertise in design, solution architecture and implementation services. Our customer solutions can take the form of hardware, software or Software as a Service across a multitude of categories such as: endpoint security, email security, web security, intrusion prevention, authentication, firewall, virtual private network services and network access control. Security consulting engagements include security assessment, policy and procedure gap analysis, security roadmaps and health checks.

- *Virtualization*: We design and implement server, storage and desktop virtualization solutions. Virtualization enables our customers to efficiently utilize infrastructure resources by running multiple, independent, virtual operating systems or containers on a single computer and multiple virtual compute instances simultaneously on a single server. Virtualization also can separate a desktop environment and associated application software from the hardware device that is used to access it, and provides employees with remote desktop access. Our specialists assist customers with the steps of implementing virtualization solutions, including evaluating network environments, software tools and development processes, deploying shared storage options and licensing platform software.

- *Services*: We help organizations design, orchestrate and manage technology for their unique needs. Our offerings are designed to highlight our expertise in the most critical technology areas for our customers. Our service delivery engineers have expertise which include integrated cloud, collaboration, data center, mobility and security business technology, from the physical to the application layer. We leverage best-in-class partner technology platforms to seamlessly architect and manage disparate IT platforms into integrated business technology solutions.

Although we believe customers increasingly view technology purchases as solutions rather than discrete product and service categories, our Net sales by major category, based upon our internal category classifications, was as follows:

	Year Ended December 31,					
	2020		2019[1]		2018[1]	
	Dollars in Millions	Percentage of Total Net Sales	Dollars in Millions	Percentage of Total Net Sales	Dollars in Millions	Percentage of Total Net Sales
Notebooks/Mobile Devices	$ 5,486.2	29.7 %	$ 4,344.9	24.1 %	$ 3,843.3	23.7 %
Netcomm Products	1,955.0	10.6	2,189.1	12.1	2,116.6	13.0
Desktops	1,132.4	6.1	1,547.3	8.6	1,254.9	7.7
Video	1,190.8	6.4	1,272.9	7.1	1,184.1	7.3
Enterprise and Data Storage (Including Drives)	947.4	5.1	1,147.6	6.4	1,102.4	6.8
Other Hardware	4,121.6	22.3	3,980.4	22.1	3,630.4	22.4
Total Hardware	14,833.4	80.2	14,482.2	80.4	13,131.7	80.9
Software[2]	2,581.0	14.0	2,585.0	14.3	2,299.1	14.2
Services[2]	913.9	4.9	840.9	4.7	695.9	4.3
Other[3]	139.2	0.9	124.3	0.6	113.8	0.6
Total Net sales	$ 18,467.5	100.0 %	$ 18,032.4	100.0 %	$ 16,240.5	100.0 %

(1) Amounts have been reclassified for changes in individual product classifications to conform to the presentation for the year ended December 31, 2020.

(2) Certain software and services revenue is recorded on a net basis for accounting purposes, so the category percentage of Net sales is not representative of the category percentage of gross profits.

(3) Includes items such as delivery charges to customers.

Our Internal Capabilities

Human Capital Management

Our culture is reflected through our coworkers, who are driven to serve our customers, our partners, our communities and all our stakeholders. We provide our coworkers with diverse experiences, engagement opportunities, strong training and development, competitive compensation and meaningful careers, which creates a high-performance culture that is central to CDW's success. We know that an inclusive environment produces the best ideas and our coworkers are driven to finding the best technology solutions to enable the mission-driven needs of our customers.

We have approximately 10,000 coworkers across the globe, with 7,800 coworkers in the US, 1,400 in the UK and 800 in Canada. More than 50% of our US Net sales are generated by account managers who have more than seven years of tenure with CDW. Our coworker relations are strong and none of our coworkers are covered by collective bargaining agreements.

Diversity, Equity and Inclusion

CDW's commitment to diversity, equity and inclusion is a core value-shaping who we are, and how we work, grow and do business. We remain steadfast in our commitment to a culture of inclusion and equity, where everyone feels they belong.

Our diversity, equity and inclusion efforts prioritize fostering an inclusive environment for coworkers and job candidates that cannot be separated from how we work with customers, partners and the community. It all comes back to our character, values and ethics as an organization. We are intent on making sure our values are not just words on a page, but spur behavior where everyone feels they are seen, heard and valued.

Training & Development

We focus on skills enhancement, leadership development, innovation excellence and professional growth throughout our coworkers' careers at CDW. Our programs include: leadership development trainings, unique developmental opportunities for our high-potential emerging leaders, a 24-month training program for new North American sales coworkers, an 18-month apprentice-style program for aspiring engineers, and coworker access to over 15,000 on-demand, educational modules.

Total Rewards

Our Pay-for-Performance total rewards philosophy provides market competitive compensation aligned with company performance. We further align our sellers' compensation to their individual performance by providing substantially uncapped commission opportunity. We provide a comprehensive benefits package to our coworkers, including healthcare, retirement plans with profit sharing and match, tuition assistance, inclusive parental leave policies, adoption assistance, paid time off, paid volunteer hours and philanthropic match programs based upon eligibility and location.

Health and Safety

At the beginning of the pandemic, we identified three key principles, which have guided us. First, safeguard the health and well-being of our coworkers, second, serve the mission-driven needs of our customers, and third, support our communities. We implemented precautions to help keep our coworkers healthy and safe, including activating a cross-functional response team led by senior leadership, moving to remote work for our office coworkers, and implementing safety protocols at our distribution centers, including social distancing measures, segmented shifts, additional personal protective equipment, enhanced facility cleanings, temperature screening for anyone entering the facilities, expanded health and safety training, increased available mental health resources, and increased sick days for impacted coworkers.

Oversight and Management

Our Coworker Services organization is responsible for the strategy and management of coworker-related matters, working in concert with all our leaders. Our Board understands the importance of our inclusive, performance-driven culture to our ongoing success and is actively engaged with our President and Chief Executive Officer and our Chief Human Resources Officer across a broad range of human capital management topics.

Marketing

We market the CDW brand to US, UK and Canadian audiences using a variety of channels that include online, broadcast, print, social and other media. We market to current and prospective customers through integrated marketing programs including behaviorally targeted email, print, online media, events and sponsorships, as well as broadcast media. This promotion is also supported by integrated communication efforts targeting decision-makers, influencers and the general public using a combination of news releases, case studies, media interviews and speaking opportunities.

As a result of our relationships with our vendor partners, a significant portion of our advertising and marketing expenses is reimbursed through cooperative advertising programs. These programs are at the discretion of our vendor partners and are typically tied to sales or other commitments to be met by us within a specified period of time. We believe that our results and analytical techniques that measure the efficacy of our marketing programs differentiate us from our competitors.

Information Technology Systems

We maintain customized IT and unified communication systems that enhance our ability to provide prompt, efficient and expert service to our customers. In addition, these systems enable centralized management of key functions, including purchasing, inventory management, billing and collection of accounts receivable, sales and distribution. Our systems provide us with thorough and detailed information regarding key aspects of our business. These capabilities help us to continuously enhance productivity, ship customer orders quickly and efficiently, respond appropriately to industry changes and provide high levels of customer service. We believe our websites, which provide electronic order processing and advanced tools, such as order tracking, reporting and asset management, make it easy for customers to transact business with us and ultimately strengthen our customer relationships.

History

Founded in 1984, CDW became a public company in 1993. In 2006, we acquired Berbee Information Networks Corporation to expand our capabilities in customized engineering services and managed services. In 2007, we went private and then became public again in 2013.

In 2015, we acquired control of 100% of UK-based IT solutions provider, Kelway TopCo Limited. Rebranded CDW UK in 2016, the acquisition extended our footprint into the UK.

In 2019, we acquired Canada-based technology solutions provider, Scalar Decisions Inc.

Since 2019, we have made several smaller acquisitions to expand our capabilities in high-growth solutions and services areas, including ServiceNow and cloud native capabilities.

Available Information

We maintain a website at www.cdw.com. You may access our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 with the SEC free of charge at our website as soon as reasonably practicable after such material is electronically filed with, or furnished to, the SEC. Our website and the information contained on that site, or connected to that site, are not incorporated into and are not a part of this report.

Item 1A. Risk Factors

There are many factors that could adversely affect our business, results of operations and cash flows, some of which are beyond our control. The following is a description of some important factors that may cause our business prospects, results of operations and cash flows in future periods to differ materially from those currently expected or desired. Factors not currently known to us or that we currently deem to be immaterial may also materially and adversely affect our business, results of operations and cash flows.

Business and Operational Risks

The outbreak of the novel coronavirus ("COVID-19") pandemic has adversely impacted and could continue to adversely impact our business and results of operations and could also adversely impact our cash flows, financial condition and liquidity.

The global spread of COVID-19 continues to create significant macroeconomic uncertainty, volatility and disruption. Many governments and health authorities have implemented recommendations or mandates intended to slow the further spread of the disease, such as shelter-in-place orders, resulting in the temporary closure of schools and non-essential businesses, or social distancing measures, resulting in modified operations of various businesses including ours, and these measures may remain in place for a significant period of time. While some of these restrictions have been lifted or eased in certain jurisdictions, the resurgence of COVID-19 in other jurisdictions has slowed, and in some cases reversed, the reopening process. We could experience disruptions, including as a result of resurgences of COVID-19, that prevent us from meeting the demands of our customers, such as product constraints from our vendor partners and wholesale distributors and other disruptions to our supply chain, disruptions in or restrictions on the ability of our coworkers to work effectively, temporary closures of our distribution facilities, modifications in the operation of facilities that remain open and disruptions of commercial delivery services. The impact of COVID-19 and measures implemented to slow the spread have caused and could continue to cause delay in, or limit the ability of, our customers to make timely payments to us and could materially increase our costs. In addition, the pandemic has resulted in a widespread health crisis that has adversely affected the economies and financial markets of many countries, including the US, the UK and Canada. During the COVID-19 pandemic and even after it has subsided, we may experience adverse impacts to our business as a result of the pandemic's global economic impact, including any recession, economic downturn or volatility, government spending cuts, tightening of credit markets or increased unemployment that has occurred or may occur in the future, which could cause our customers and potential customers to postpone or reduce spending on technology products or services or put downward pressure on prices.

Individually and collectively, the consequences of the COVID-19 pandemic have adversely impacted and could continue to adversely impact our business and results of operations and could also adversely impact our cash flows, financial condition and liquidity. The extent to which the COVID-19 pandemic continues to impact our business, results of operations, cash flows, financial condition and liquidity will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to, the duration, the severity and further spread of the outbreak, future resurgences and reimplementation of closures, the availability, efficacy and acceptance of a vaccine, and actions taken to contain the virus, and the effectiveness of these actions and how quickly and to what extent normal economic and operating conditions can resume and be sustained. The COVID-19 pandemic has and may continue to have the effect of heightening many of the other risks described in this "Risk Factors" section.

Our business depends on our vendor partner relationships and the terms of the agreements governing those relationships.

Our solutions portfolio includes products from OEMs, software publishers and cloud providers. We are authorized by these vendor partners to sell all or some of their products via direct marketing activities. Our authorization with each vendor partner is subject to specific terms and conditions regarding such things as sales channel restrictions, product return privileges, price protection policies, purchase discounts and vendor partner programs and funding, including purchase rebates, sales volume rebates, purchasing incentives and cooperative advertising reimbursements. However, we do not have any long-term contracts with our vendor partners and many of these arrangements are terminable upon notice by either party. A reduction in vendor partner programs or funding or our failure to timely react to changes in vendor partner programs or funding could have an adverse effect on our business, results of operations or cash flows. In addition, a reduction in the amount or a change in the terms of credit granted to us by our vendor partners could increase our need for, and the cost of, working capital and could have an adverse effect on our business, results of operations or cash flows, particularly given our level of indebtedness.

From time to time, vendor partners may terminate or limit our right to sell some or all of their products or change the terms and conditions or reduce or discontinue the incentives that they offer us. For example, there is no assurance that, as our vendor partners continue to sell directly to end users and through resellers, they will not limit or curtail the availability of their products to solutions providers like us. Any such termination or limitation or the implementation of such changes could have a negative impact on our business, results of operations or cash flows.

We purchase the products included in our portfolio both directly from our vendor partners and from wholesale distributors. Although we purchase from a diverse vendor base, in 2020, products we purchased from wholesale distributors Ingram Micro, SYNNEX and Tech Data each represented approximately 10% of total US purchases. In addition, sales of products manufactured by Apple, Cisco, Dell EMC, HP Inc., Lenovo and Microsoft, whether purchased directly from these vendor partners or from a wholesale distributor, represented approximately 60% of our 2020 consolidated Net sales. Sales of products manufactured by Dell EMC and HP Inc. represented approximately 25% of our 2020 consolidated Net sales. The loss of, or change in business relationship with, any of these or any other key vendor partners, or the diminished availability of their products, including due to backlogs for their products, could reduce the supply and increase the cost of products we sell and negatively impact our competitive position.

Further, the sale, spin-off or combination of any of our vendor partners and/or certain of their business units, including any such sale to or combination with a vendor with whom we do not currently have a commercial relationship or whose products we do not sell, or our ability to develop relationships with and sell hardware, software and services from new and emerging vendors and vendors that we have not historically represented in the marketplace, could have an adverse impact on our business, results of operations or cash flows.

Our sales are dependent on continued innovations in hardware, software and services offerings by our vendor partners and the competitiveness of their offerings, and our ability to partner with new and emerging technology providers.

The technology industry is characterized by rapid innovation and the frequent introduction of new and enhanced hardware, software and services offerings, such as cloud-based solutions, including Software as a Service ("SaaS"), Infrastructure as a Service ("IaaS") and Platform as a Service ("PaaS"); Device as a Service ("DaaS"); the Internet of Things ("IoT"); and artificial intelligence. We have been and will continue to be dependent on innovations in hardware, software and services offerings, as well as the acceptance of those innovations by customers. Also, customers may delay spending while they evaluate new technologies. A decrease in the rate of innovation, a lack of acceptance of innovations by our customers or delays in technology spending by our customers, could have an adverse effect on our business, results of operations or cash flows.

In addition, if we are unable to keep up with changes in technology and new hardware, software and services offerings, for example by providing the appropriate training to our account managers, sales technology specialists and engineers to enable them to effectively sell and deliver such new offerings to customers, our business, results of operations or cash flows could be adversely affected.

We also are dependent upon our vendor partners for the development and marketing of hardware, software and services to compete effectively with hardware, software and services of vendors whose products and services we do not currently offer or that we are not authorized to offer in one or more customer channels. To the extent that a vendor's offering that is in high demand is not available to us for resale in one or more customer channels, and there is not a competitive offering from another vendor that we are authorized to sell in such customer channels, or if we are unable to develop relationships with new technology providers or companies that we have not historically represented, our business, results of operations or cash flows could be adversely impacted.

Substantial competition could reduce our market share and significantly harm our financial performance.

Our current competition includes:

- resellers, such as Computacenter, Connection, ePlus, Insight Enterprises, NTT, Presidio, SCC, Softchoice, World Wide Technology and many smaller resellers;
- manufacturers who sell directly to customers, such as Adobe, Apple, Dell EMC, HP Inc. and Hewlett Packard Enterprise;
- large service providers and system integrators, such as Accenture, Dell EMC, Hewlett Packard Enterprise and IBM;
- communications service providers, such as AT&T, CenturyLink and Verizon;
- cloud providers, such as Amazon Web Services, Google and Microsoft;
- e-tailers, such as Amazon and Newegg; and
- retailers (including their e-commerce activities), such as Office Depot and Staples.

We expect the competitive landscape to continue to evolve as new technologies and consumption models are developed, such as cloud-based and other "as a service" solutions, hyper-converged infrastructure and embedded software solutions. While innovation can help our business as it creates new offerings for us to sell, it can also disrupt our business model and create new and stronger competitors. For instance, while cloud-based solutions present an opportunity for us, cloud-based solutions and technology solutions as a service could increase the amount of sales directly to customers rather than through solutions providers like us, or could reduce the amount of hardware we sell. In addition, some of our hardware and software vendor partners sell, and could intensify their efforts to sell, their products directly to our customers. Moreover, traditional OEMs have increased their services capabilities through mergers and acquisitions with service providers, which could potentially increase competition in the market to provide comprehensive technology solutions to customers. If we are unable to effectively respond to the evolving competitive landscape, or respond in a manner that is less effective than that of our competitors, our business, results of operations or cash flows could be adversely impacted.

We focus on offering a high level of service to gain new customers and retain existing customers. To the extent we face increased competition to gain and retain customers, we may be required to reduce prices, increase advertising expenditures or take other actions which could adversely affect our business, results of operations or cash flows. Additionally, some of our competitors may reduce their prices in an attempt to stimulate sales, which may require us to reduce prices. This would require us to sell a greater number of products to achieve the same level of Net sales and Gross profit. If such a reduction in prices occurs and we are unable to attract new customers and sell increased quantities of products, our sales growth and profitability could be adversely affected.

The success of our business depends on the continuing development, maintenance and operation of our information technology systems.

Our success is dependent on the accuracy, proper utilization and continuing maintenance and development of our information technology systems, including our business systems, such as our sales, customer management, financial and accounting, marketing, purchasing, warehouse management, e-commerce and mobile systems, as well as our operational platforms, including voice and data networks and power systems. The quality and our utilization of the information generated by our information technology systems, and our success in implementing new systems and upgrades, affects, among other things, our ability to:

- conduct business with our customers, including delivering services and solutions to them;
- manage our inventory, accounts receivable and accounts payable;
- support planned growth in services and solutions and continued evolution of the business;
- purchase, sell, ship and invoice our hardware and software products and provide and invoice our services efficiently and on a timely basis; and
- maintain our cost-efficient operating model while scaling our business.

The integrity of our information technology systems is vulnerable to disruption due to forces beyond our control. While we have taken steps to protect our information technology systems from a variety of threats, both internal and external, and from human error, there can be no guarantee that those steps will be effective. Furthermore, although we have redundant systems at a separate location to back up our primary systems, there can be no assurance that these redundant systems will operate properly if and when required. Any disruption to or infiltration of our information technology systems could significantly harm our business or results of operations.

Breaches of data security and the failure to protect our information technology systems from cybersecurity threats could adversely impact our business.

Our business involves the storage and transmission of proprietary information and sensitive or confidential data, including personal information of coworkers, customers and others. In connection with our services business, some of our coworkers have access to our customers' confidential data and other information. Additionally, third parties, such as data center colocation and hosted solution partners, provide services to us and as a component of our services delivery to customers. These third parties could also be a source of security risk in the event of a failure of their own security systems and infrastructure. We have privacy and data security policies, practices and controls in place that are designed to prevent security breaches; however, as newer technologies evolve, and the portfolio of the service providers we share confidential information with, or from which we acquire software and/or hardware for our own internal use, expands as our business grows and the complexity of our business overall increases, and as more business activities have shifted online due to the COVID-19 pandemic, we could be exposed to increased risks from breaches in security, including those from human error, negligence or mismanagement or from illegal or fraudulent acts, such as cyberattacks. The evolving nature of threats to data security, in light of new and sophisticated methods used by criminals and cyberterrorists, state-sponsored organizations and nation-states, including computer viruses, malware, phishing, misrepresentation, social engineering and forgery, make it increasingly challenging to anticipate and adequately mitigate these risks.

Breaches in security could expose us, our supply chain, our customers or other individuals to significant disruptions and a risk of public disclosure, loss or misuse of this information. Security breaches could result in legal claims or proceedings, liability or regulatory penalties under laws protecting the privacy of personal information, as well as the loss of existing or potential customers and damage to our brand and reputation. Moreover, media or other reports of perceived vulnerabilities in our network security or perceived lack of security within our environment, even if inaccurate, could materially adversely impact our reputation and business. The cost and operational consequences of implementing further data protection measures could be significant. Such breaches, costs and consequences could adversely affect our business, results of operations or cash flows.

If we or our third-party service providers fail to provide high-quality services to our customers, our reputation, business, results of operations or cash flows could be adversely affected.

Our services include field services, managed services, warranties, configuration services, partner services and telecom services. Additionally, we deliver and manage mission critical software, systems and network solutions for our customers. We also offer certain services, such as implementation and installation services and repair services, to our customers through various third-party service providers engaged to perform these services on our behalf. If we or our third-party service providers fail to provide high-quality services to our customers or such services result in an unplanned disruption of our customers' businesses, this could, among other things, result in legal claims and proceedings and liability for us. Moreover, as we expand our services and solutions business and provide increasingly complex services and solutions, we may be exposed to additional operational, regulatory and other risks. We also could incur liability for failure to comply with the rules and regulations applicable to the new services and solutions we provide to our customers. If any of the foregoing were to occur, our reputation with our customers, our brand and our business, results of operations or cash flows could be adversely affected.

If we lose any of our key personnel, or are unable to attract and retain the talent required for our business, our business could be disrupted and our financial performance could suffer.

Our success is heavily dependent upon our ability to attract, develop, engage and retain key personnel to manage and grow our business, including our key executive, management, sales, services and technical coworkers.

Our future success will depend to a significant extent on the efforts of our Chief Executive Officer, as well as the continued service and support of our other executive officers and the effectiveness of our succession planning. Our future success also will depend on our ability to retain and motivate our customer-facing coworkers, who have been given critical CDW knowledge regarding, and the opportunity to develop strong relationships with, many of our customers. In addition, as we seek to expand our offerings of value-added services and solutions, our success will even more heavily depend on attracting and retaining highly skilled technology specialists and engineers, for whom the market is extremely competitive.

If we are unable to attract, develop, engage and retain key personnel, our relationships with our vendor partners and customers and our ability to expand our offerings of value-added services and solutions could be adversely affected. Moreover, if we are unable to continue to train our sales, services and technical personnel effectively to meet the rapidly changing technology needs of our customers, the overall quality and efficiency of such personnel could decrease. Such consequences could adversely affect our business, results of operations or cash flows.

A natural disaster or other adverse occurrence at one of our primary facilities or a third-party provider location could damage our business.

We have two warehouse and distribution facilities in the US and one in the UK. If the warehouse and distribution equipment or operations at one of our distribution centers were to be seriously damaged or disrupted by a natural disaster or other adverse occurrence, including disruption related to political or social unrest, we could utilize another distribution center or third-party distributors to ship products to our customers. However, this may not be sufficient to avoid interruptions in our service and may not enable us to meet all of the needs of our customers and would cause us to incur incremental operating costs. In addition, we operate numerous facilities which may contain both business-critical data and confidential information of our customers and third parties, such as data center colocation and hosted solution partners, provide services as a component of our services delivery to customers. A natural disaster or other adverse occurrence at any of our major sales offices or third-party provider locations could negatively impact our business, results of operations or cash flows.

Increases in the cost of commercial delivery services or disruptions of those services could materially adversely impact our business.

We generally ship hardware products to our customers by FedEx, United Parcel Service and other commercial delivery services and invoice customers for delivery charges. If we are unable to pass on to our customers future increases in the cost of commercial delivery services (including those that may result from an increase in fuel or personnel costs or a need to use higher cost delivery channels during periods of increased demand), our profitability could be adversely affected. Additionally, strikes, inclement weather, natural disasters or other service interruptions by such shippers or periods of increased demand on delivery services could materially adversely affect our ability to deliver or receive products on a timely basis.

We are exposed to accounts receivable and inventory risks.

We extend credit to our customers for a significant portion of our sales, typically on 30-day payment terms. We are subject to the risk that our customers may not pay for the products they have purchased, or may pay at a slower rate than we have historically experienced, or may seek extended payment terms. This risk is heightened during periods of global or industry-specific economic downturn or uncertainty, during periods of rising interest rates or, in the case of public sector customers, during periods of budget constraints. Significant failures of customers to timely pay all amounts due to us could adversely affect our business, results of operations or cash flows.

We are also exposed to inventory risks as a result of the rapid technological changes that affect the market and pricing for the products we sell. We seek to minimize our inventory exposure through a variety of inventory management procedures and policies, including our rapid-turn inventory model, as well as vendor price protection and product return programs. However, if we were unable to maintain our rapid-turn inventory model, if there were unforeseen product developments that created more rapid obsolescence or if our vendor partners were to change their terms and conditions, our inventory risks could increase. We also from time to time take advantage of cost savings associated with certain opportunistic bulk inventory purchases offered by our vendor partners or we may decide to carry high inventory levels of certain products that have limited or no return privileges due to customer demand or request or to manage supply chain interruptions. If we purchase inventory in anticipation of customer demand that does not materialize, or if customers reduce or delay orders, and if we were unable to return the inventory to a vendor partner, we would be exposed to an increased risk of inventory obsolescence.

We could be exposed to additional risks if we continue to make strategic investments or acquisitions or enter into alliances.

We may continue to pursue transactions, including strategic investments, acquisitions or alliances, in an effort to extend or complement our existing business. These types of transactions involve numerous business risks, including finding suitable transaction partners and negotiating terms that are acceptable to us, the diversion of management's attention from other business concerns, extending our product or service offerings into areas in which we have limited experience, entering into new geographic markets, the potential loss of key coworkers or business relationships and successfully integrating acquired businesses. There can be no assurance that the intended benefits of our investments, acquisitions and alliances will be realized, or that those benefits will offset these numerous risks or other unforeseen factors, any of which could adversely affect our business, results of operations or cash flows.

In addition, our financial results could be adversely affected by financial adjustments required by generally accepted accounting principles in the United States of America ("US GAAP") in connection with these types of transactions where significant goodwill or intangible assets are recorded. To the extent the value of goodwill or identifiable intangible assets becomes impaired, we may be required to incur material charges relating to the impairment of those assets.

Our future operating results may fluctuate significantly, which may result in volatility in the market price of our stock and could impact our ability to operate our business effectively.

We may experience significant variations in our future quarterly results of operations. These fluctuations may cause the market price of our common stock to be volatile and may result from many factors, including the condition of the technology industry in general, shifts in demand and pricing for hardware, software and services and the introduction of new products or upgrades. Further, if our customers' businesses are adversely affected by the impact of COVID-19, they might delay or reduce purchases from us, which could adversely affect our results of operations.

Our operating results are also highly dependent on our level of Gross profit as a percentage of Net sales. Our Gross profit percentage fluctuates due to numerous factors, some of which may be outside of our control, including general macroeconomic conditions; pricing pressures; changes in product costs from our vendor partners; the availability of price protection, purchase discounts and incentive programs from our vendor partners; changes in product, order size and customer mix; the risk of some items in our inventory becoming obsolete; increases in delivery costs that we cannot pass on to customers; and general market and competitive conditions.

In addition, our cost structure is based, in part, on anticipated sales and gross margins. Therefore, we may not be able to adjust our cost structure quickly enough to compensate for any unexpected sales or gross margin shortfall, and any such inability could have an adverse effect on our business, results of operations or cash flows.

Fluctuations in foreign currency have an effect on our reported results of operations.

Our exposure to fluctuations in foreign currency rates results primarily from the translation exposure associated with the preparation of our Consolidated Financial Statements. While our Consolidated Financial Statements are reported in US dollars, the financial statements of our subsidiaries outside the US are prepared using the local currency as the functional currency and translated into US dollars. As a result, fluctuations in the exchange rate of the US dollar relative to the local currencies of our international subsidiaries, particularly the British pound and the Canadian dollar, could cause material fluctuations in our reported results of operations. We also have foreign currency exposure to the extent sales and purchases are not denominated in a subsidiary's functional currency, which could have an adverse effect on our business, results of operations or cash flows.

Macroeconomic and Industry Risks

Global and regional economic and political conditions may have an adverse impact on our business.

Weak economic conditions generally, sustained uncertainty about global economic and political conditions, government spending cuts and the impact of new government policies (including the introduction of new or increased taxes), or a tightening of credit markets, including as a result of the COVID-19 pandemic, could cause our customers and potential customers to postpone or reduce spending on technology products or services or put downward pressure on prices, which could have an adverse effect on our business, results of operations or cash flows. For example, there continues to be uncertainty regarding the economic and other impacts of the UK's phased exit from the European Union ("EU") in 2020, referred to as "Brexit". An agreement was reached between the UK and the EU in relation to their future relationship in certain areas, which included a new trade and cooperation agreement relating principally to the free trade in goods (the "EU-UK Trade and Cooperation Agreement"). While the EU-UK Trade and Cooperation Agreement provides clarity in respect of the free trade in goods between the UK and the EU, there remain uncertainties related to the stability and effects of the new relationship. Potential adverse consequences of Brexit and the uncertainties around EU-UK Trade and Cooperation Agreement include global market uncertainty, volatility in currency exchange rates, additional costs and operational burdens associated with increased operational restrictions on imports and exports between the UK and other countries and potentially increased regulatory complexities, each of which could have a negative impact on our business, financial condition or results of operations. We have established a presence in the Netherlands to help address future developments, as needed, for Brexit, which could add complexity to our European operations as well as result in higher costs associated with serving our customers.

The interruption of the flow of products from suppliers could disrupt our supply chain.

Our business depends on the timely supply of products in order to meet the demands of our customers. Manufacturing interruptions or delays, including as a result of the financial instability or bankruptcy of manufacturers, significant labor disputes such as strikes, natural disasters, political or social unrest, pandemics (such as the COVID-19 pandemic) or other public health crises, or other adverse occurrences affecting any of our suppliers' facilities, could disrupt our supply chain. We could experience product constraints due to the failure of suppliers to accurately forecast customer demand, or to manufacture sufficient quantities of product to meet customer demand (including as a result of shortages of product components), among other reasons. Additionally, the relocation of key distributors utilized in our purchasing model could increase our need for, and the cost of, working capital and have an adverse effect on our business, results of operations or cash flows.

Our supply chain is also exposed to risks related to international operations. While we purchase our products primarily in the markets we serve (for example, products for US customers are sourced in the US), our vendor partners manufacture or purchase a significant portion of the products we sell outside of the US, primarily in Asia. Political, social or economic instability in Asia, or in other regions in which our vendor partners purchase or manufacture the products we sell, could cause disruptions in trade, including exports to the US. Other events related to international operations that could cause disruptions to our supply chain include:

- the imposition of additional trade law provisions or regulations, including the adoption or expansion of trade restrictions;
- the imposition of additional duties, tariffs and other charges on imports and exports, including any resulting retaliatory tariffs or charges and any reductions in the production of products subject to such tariffs and charges;
- foreign currency fluctuations; and
- restrictions on the transfer of funds.

We cannot predict whether the countries in which the products we sell, or any components of those products, are purchased or manufactured will be subject to new or additional trade restrictions or sanctions imposed by the US or foreign governments, including the likelihood, type or effect of any such restrictions. Trade restrictions, including new or increased tariffs or quotas, embargoes, sanctions, safeguards and customs restrictions against the products we sell, could increase the cost or reduce the supply of product available to us and adversely affect our business, results of operations or cash flows. In addition, our exports are subject to regulations, some of which may be inconsistent, and noncompliance with these requirements could have a negative effect on our business, results of operations or cash flows.

Our financial performance could be adversely affected by decreases in spending on technology products and services by our public sector customers.

Our sales to our public sector customers and our other customers that do business with our public sector customers are impacted by government spending policies, budget priorities and revenue levels. An adverse change in government spending policies (such as budget cuts or limitations or temporary shutdowns of government operations), shifts in budget priorities or reductions in revenue levels, could cause our impacted public sector customers or our other customers that do business with impacted public sector customers to reduce or delay their purchases or to terminate or not renew their contracts with us, which could adversely affect our business, results of operations or cash flows. Additionally, such adverse change in government spending policies, shifts in budget priorities or reductions in revenue levels could impact cash collections from contracts with our impacted public sector customers or other customers that do business with impacted public sector customers, which could adversely affect our business, results of operations or cash flows.

Legal and Regulatory Risks

The failure to comply with our public sector contracts or applicable laws and regulations could result in, among other things, termination, fines or other liabilities, and changes in procurement regulations could adversely impact our business, results of operations or cash flows.

Revenues from our public sector customers are derived from sales to governmental entities, educational institutions and healthcare customers through various contracts and open market sales of products and services. Sales to public sector customers are highly regulated. Noncompliance with contract provisions, government procurement regulations or other applicable laws or regulations (including the False Claims Act, the Medicare and Medicaid Anti-Kickback Statute or similar laws of the jurisdictions for our business activities outside of the US) or security clearance and confidentiality requirements could result in civil, criminal and administrative liability, including substantial monetary fines or damages, termination of government contracts or other public sector customer contracts, and suspension, debarment or ineligibility from doing business with governmental entities or other customers in the public sector. In addition, contracts in the public sector are generally terminable at any time for convenience of the contracting agency or group purchasing organization ("GPO") or upon default. Furthermore, our inability to enter into or retain contracts with GPOs may threaten our ability to sell to customers in those GPOs and compete effectively. The effect of any of these possible actions or failures could adversely affect our business, results of operations or cash flows. In addition, the adoption of new or modified procurement regulations and other requirements may increase our compliance costs and reduce our gross margins, which could have a negative effect on our business, results of operations or cash flows.

We are exposed to risks from legal proceedings and audits, which may result in substantial costs and expenses or interruption of our normal business operations.

We are party to various legal proceedings that arise in the ordinary course of our business, which include commercial, employment, tort and other litigation.

We are subject to intellectual property infringement claims against us in the ordinary course of our business, either because of the products and services we sell or the business systems and processes we use to sell such products and services, in the form of cease-and-desist letters, licensing inquiries, lawsuits and other communications and demands. In our industry, such intellectual property claims have become more frequent as the complexity of technological products and the intensity of competition in our industry have increased. Increasingly, many of these assertions are brought by non-practicing entities whose principal business model is to secure patent licensing revenue, but we may also be subject to demands from inventors, competitors or other patent holders who may seek licensing revenue, lost profits and/or an injunction preventing us from engaging in certain activities, including selling certain products or services.

We also are subject to proceedings, investigations and audits by federal, state, international, national, provincial and local authorities, including as a result of our significant sales to governmental entities. We also are subject to audits by various vendor partners and large customers, including government agencies, relating to purchases and sales under various programs and contracts. In addition, we are subject to indemnification claims under various contracts.

Current and future litigation, infringement claims, governmental proceedings and investigations, audits or indemnification claims that we face may result in substantial costs and expenses and significantly divert the attention of our management regardless of the outcome. In addition, these matters could lead to increased costs or interruptions of our normal business operations. Litigation, infringement claims, governmental proceedings and investigations, audits or indemnification claims involve uncertainties and the eventual outcome of any such matter could adversely affect our business, results of operations or cash flows.

Failure to comply with complex and evolving laws and regulations applicable to our operations could adversely impact our business, results of operations or cash flows.

In light of the global nature of our business, our operations are subject to numerous complex federal, state, provincial, local and foreign laws and regulations in a number of areas, including labor and employment, advertising, e-commerce, tax, trade, import and export requirements, economic and trade sanctions, anti-corruption, data privacy requirements (including those under the European Union General Data Protection Regulation and the California Consumer Privacy Act), anti-competition, environmental and health and safety. The evaluation of, and compliance with these laws, regulations and similar requirements may be onerous and expensive, and these laws and regulations may have other adverse impacts on our business, results of operations or cash flows. Furthermore, these laws and regulations are evolving and may be inconsistent from jurisdiction to jurisdiction, further increasing the cost of compliance and doing business, and the risk of noncompliance.

We have implemented policies and procedures designed to help ensure compliance with applicable laws and regulations, but there can be no guarantee against coworkers, contractors or agents violating such laws and regulations or our policies and procedures.

As a public company, we also are subject to increasingly complex public disclosure, corporate governance and accounting requirements that increase compliance costs and require significant management focus.

Risks Related to Our Indebtedness

Our level of indebtedness could adversely affect our business.

As of December 31, 2020, we had $3.9 billion of total long-term debt outstanding and $525 million of obligations outstanding under our inventory financing agreements, and the ability to borrow an additional $1.0 billion under our senior secured asset-based revolving credit loan facility (the "Revolving Loan") after taking into account borrowing base limitations and an additional £50 million ($68 million) under our CDW UK revolving credit facility. Our level of indebtedness could have important consequences, including the following:

- making it more difficult for us to satisfy our obligations with respect to our indebtedness;
- requiring us to dedicate a substantial portion of our cash flow from operations to debt service payments on our and our subsidiaries' debt, which reduces the funds available for working capital, capital expenditures, acquisitions and other general corporate purposes;
- requiring us to comply with restrictive covenants in our senior credit facilities and indentures, which limit the manner in which we conduct our business;
- making it more difficult for us to obtain vendor financing from our vendor partners, including original equipment manufacturers and software publishers;
- limiting our flexibility in planning for, or reacting to, changes in the industry in which we operate;
- placing us at a competitive disadvantage compared to any of our less-leveraged competitors;
- increasing our vulnerability to both general and industry-specific adverse economic conditions; and
- limiting our ability to obtain additional debt or equity financing to fund future working capital, capital expenditures, acquisitions or other general corporate requirements and increasing our cost of borrowing.

Restrictive covenants under our senior credit facilities and, to a lesser degree, our indentures may adversely affect our operations and liquidity.

Our senior credit facilities and, to a lesser degree, our indentures contain, and any future indebtedness of ours may contain, various covenants that limit our ability to, among other things:

- incur or guarantee additional debt;
- pay dividends or make distributions to holders of our capital stock or to make certain other restricted payments or investments;
- repurchase or redeem capital stock;
- make loans, capital expenditures or investments or acquisitions;

- receive dividends or other payments from our subsidiaries;
- enter into transactions with affiliates;
- pledge our assets as collateral;
- merge or consolidate with other companies or transfer all or substantially all of our assets;
- transfer or sell assets, including capital stock of subsidiaries; and
- prepay, repurchase or redeem debt.

As a result of these covenants, we are limited in the manner in which we conduct our business and we may be unable to engage in favorable business activities or finance future operations or capital needs. A breach of any of these covenants or any of the other restrictive covenants would result in a default under our senior credit facilities. Upon the occurrence of an event of default under our senior credit facilities, the lenders:

- will not be required to lend any additional amounts to us;
- could elect to declare all borrowings outstanding thereunder, together with accrued and unpaid interest and fees, to be due and payable; or
- could require us to apply all of our available cash to repay these borrowings.

The acceleration of amounts outstanding under our senior credit facilities would likely trigger an event of default under our existing indentures.

If we were unable to repay those amounts, the lenders under our senior credit facilities could proceed against the collateral granted to them to secure our borrowings thereunder. We have pledged a significant portion of our assets as collateral under our senior credit facilities. If the lenders under our senior credit facilities accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay our senior credit facilities and our other indebtedness or the ability to borrow sufficient funds to refinance such indebtedness. Even if we were able to obtain new financing, it may not be on commercially reasonable terms, or terms that are acceptable to us.

In addition, under our Revolving Loan, we are permitted to borrow an aggregate amount of up to $1.5 billion. However, our ability to borrow under our Revolving Loan is limited by a borrowing base and a liquidity condition. The borrowing base at any time equals the sum of up to 85% of CDW LLC and its subsidiary guarantors' eligible accounts receivable (net of accounts receivable reserves) (up to 30% of such eligible accounts receivable which can consist of federal government accounts receivable) plus the lesser of (i) 75% of CDW LLC and its subsidiary guarantors' eligible inventory (valued at cost and net of inventory reserves) and (ii) the product of 85% multiplied by the net orderly liquidation value percentage multiplied by eligible inventory (valued at cost and net of inventory reserves), less reserves (other than accounts reserves and inventory reserves). The borrowing base in effect as of December 31, 2020 was $2.2 billion and, therefore, did not restrict our ability to borrow under our Revolving Loan as of that date.

Our ability to borrow under our Revolving Loan is also limited by a minimum liquidity condition, which provides that, if excess cash availability is less than the lesser of (i) $125 million and (ii) the greater of (A) 10% of the borrowing base and (B) $100 million, the lenders are not required to lend any additional amounts under our Revolving Loan unless the consolidated fixed charge coverage ratio (as defined in the credit agreement for our Revolving Loan) is at least 1.00 to 1.00. It is an event of default under our Revolving Loan if our excess cash availability and consolidated fixed charge coverage ratio remain below such levels for a period of five or more consecutive business days. Moreover, our Revolving Loan provides discretion to the agent bank acting on behalf of the lenders to impose additional availability reserves, which could materially impair the amount of borrowings that would otherwise be available to us. We cannot make any assurances that the agent bank will not impose such reserves or, were it to do so, that the resulting impact of this action would not materially and adversely impair our liquidity.

We will be required to generate sufficient cash to service our indebtedness and, if not successful, we may be forced to take other actions to satisfy our obligations under our indebtedness.

Our ability to make scheduled payments on or to refinance our debt obligations depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business and other factors beyond our control. Our outstanding long-term debt will impose significant cash interest payment obligations on us and, accordingly, we will have to generate significant cash flow from operating activities to fund our debt service obligations. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. See "Management's Discussion and Analysis of Financial Condition and Results of Operations-Liquidity and Capital Resources" included elsewhere in this report.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, sell assets or operations, seek additional debt or equity capital, restructure or refinance our indebtedness, or revise or delay our strategic plan. We cannot assure you that we would be able to take any of these actions on terms that are favorable to us or at all, that these actions would be successful and permit us to meet our scheduled debt service obligations or satisfy our capital requirements, or that these actions would be permitted under the terms of our existing or future debt agreements, including our senior credit facilities and indentures. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to dispose of material assets or operations to meet our debt service and other obligations. Our senior credit facilities restrict our ability to dispose of assets and use the proceeds from the disposition. We may not be able to consummate those dispositions or to obtain the proceeds which we could realize from them and these proceeds may not be adequate to meet any debt service obligations then due.

If we cannot make scheduled payments on our debt, we will be in default and, as a result:

- our debt holders could declare all outstanding principal and interest to be due and payable;
- the lenders under our senior credit facilities could foreclose against the assets securing the borrowings from them and the lenders under our Revolving Loan and CDW UK revolving credit facility could terminate their commitments to lend us money; and
- we could be forced into bankruptcy or liquidation.

We and our subsidiaries may be able to incur substantially more debt, including secured debt. This could further increase the risks associated with our leverage.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. The terms of our senior credit facilities and indentures do not fully prohibit us or our subsidiaries from doing so. To the extent that we incur additional indebtedness, the risks associated with our level of indebtedness described above, including our possible inability to service our debt, will increase. As of December 31, 2020, we had $1.0 billion available for additional borrowing under our Revolving Loan after taking into account borrowing base limitations and an additional £50 million ($68 million) available under our CDW UK revolving credit facility.

Variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Certain of our borrowings, primarily borrowings under our senior credit facilities, are at variable rates of interest and expose us to interest rate risk. As of December 31, 2020, we had $1.5 billion of variable rate debt outstanding. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease. Although we have entered into interest rate cap agreements on our term loan facility to reduce interest rate volatility, we cannot assure you we will be able to enter into interest rate cap agreements in the future on acceptable terms or that such caps or the caps we have in place now will be effective.

The London Inter-bank Offered Rate ("LIBOR") and certain other interest "benchmarks" may be subject to regulatory guidance and/or reform that could cause interest rates under our current or future debt agreements to perform differently than in the past or cause other unanticipated consequences.

Certain of our credit facilities, including our senior secured term loan facility and our Revolving Loan, have variable interest rates using LIBOR as a benchmark rate, and we have entered into interest rate cap agreements with respect to the senior secured term loan facility that are based on LIBOR. As of December 31, 2020, $1.5 billion of our total debt outstanding bears interest at variable interest rates using LIBOR as a benchmark rate. The LIBOR and certain other interest "benchmarks" may be subject to regulatory guidance and/or reform that could cause interest rates under our current or future debt agreements to perform differently than in the past or cause other unanticipated consequences. The United Kingdom's Financial Conduct Authority, which regulates the LIBOR administrator, previously announced that it intends to stop encouraging or requiring banks to submit LIBOR rates after 2021. However, for US dollar LIBOR, it now appears that the relevant date may be deferred to June 30, 2023 for the most common tenors (overnight and one, three, six and 12 months). As to those tenors, the LIBOR administrator has published a consultation regarding its intention to cease publication of US dollar LIBOR as of June 30, 2023 (instead of December 31, 2021, as previously expected). Moreover, the LIBOR administrator’s consultation also relates to the LIBOR administrator’s intention to cease publication of non-US dollar LIBOR after 2021. Although the foregoing may provide some sense of timing, there is no assurance that LIBOR, of any particular currency or tenor, will continue to be published until any particular date. Additionally, the US Federal Reserve, in conjunction with the Alternative Reference Rates Committee, a steering committee comprised of large US financial institutions, announced the replacement of US dollar LIBOR with a new index calculated by short-term repurchase agreements, backed by US Treasury securities, called the Secured Overnight Financing Rate ("SOFR"). Whether or not SOFR attains market traction as a LIBOR replacement for US dollar-denominated instruments, and whether other benchmarks will attain traction in other markets, remains in question and the future of LIBOR at this time is uncertain. If LIBOR ceases to exist, interest rates on our current or future debt obligations and hedging instruments may be adversely affected and we may need to renegotiate the agreements governing such obligations or instruments. Although the agreement governing our senior secured term loan facility contains provisions for amending the applicable term loan interest rates if LIBOR is discontinued or cannot be determined, any such amendments will be contingent on our ability to negotiate new "benchmark" rates, spreads and calculation methods with the administrative agent and lenders under such facility. We may be unable to negotiate an acceptable alternative to LIBOR, or if we do agree to amend the facility, the new "benchmark" may perform differently than LIBOR or cause other unanticipated consequences, which could adversely affect our interest expense, related debt obligations and our interest rate cap agreements.

Risks Related to Ownership of Our Common Stock

Our common stock price may be volatile and may decline regardless of our operating performance, and holders of our common stock could lose a significant portion of their investment.

The market price for our common stock may be volatile. Our stockholders may not be able to resell their shares of common stock at or above the price at which they purchased such shares, due to fluctuations in the market price of our common stock, which may be caused by a number of factors, many of which we cannot control, including the risk factors described in this Annual Report on Form 10-K and the following:

- changes in financial estimates by any securities analysts who follow our common stock, our failure to meet these estimates or failure of securities analysts to maintain coverage of our common stock;
- downgrades by any securities analysts who follow our common stock;
- future sales of our common stock by our officers, directors and significant stockholders;
- market conditions or trends in our industry or the economy as a whole;
- investors' perceptions of our prospects;
- announcements by us or our competitors of significant contracts, acquisitions, joint ventures or capital commitments; and
- changes in key personnel.

In addition, the stock markets have experienced extreme price and volume fluctuations that have affected and continue to affect the market prices of equity securities of many companies, including companies in our industry. In the past, securities class action litigation has followed periods of market volatility. If we were involved in securities litigation, we could incur substantial costs, and our resources and the attention of management could be diverted from our business.

In the future, we may also issue our securities in connection with investments or acquisitions. The number of shares of our common stock issued in connection with an investment or acquisition could constitute a material portion of our then-outstanding shares of our common stock and depress our stock price.

Anti-takeover provisions in our charter documents and Delaware law might discourage or delay acquisition attempts for us that may be considered favorable.

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may make the acquisition of the Company more difficult without the approval of our Board of Directors. These provisions:

- authorize the issuance of undesignated preferred stock, the terms of which may be established and the shares of which may be issued without stockholder approval, and which may include super voting, special approval, dividend, or other rights or preferences superior to the rights of the holders of common stock;
- generally prohibit stockholder action by written consent, requiring all stockholder actions be taken at a meeting of our stockholders;

- provide that special meetings of the stockholders can only be called by or at the direction of our Board of Directors pursuant to a written resolution adopted by the affirmative vote of the majority of the total number of directors that the Company would have if there were no vacancies;
- establish advance notice requirements for nominations for elections to our Board of Directors or for proposing matters that can be acted upon by stockholders at stockholder meetings; and
- provide that our Board of Directors is expressly authorized to make, alter or repeal our amended and restated bylaws.

Our amended and restated certificate of incorporation also contains a provision that provides us with protections similar to Section 203 of the Delaware General Corporation Law, and will prevent us from engaging in a business combination with a person who acquires at least 15% of our common stock for a period of three years from the date such person acquired such common stock, unless Board or stockholder approval is obtained prior to the acquisition. These anti-takeover provisions and other provisions under Delaware law could discourage, delay or prevent a transaction involving a change in control of the Company, even if doing so would benefit our stockholders. These provisions could also discourage proxy contests and make it more difficult for our stockholders to elect directors of their choosing and to cause us to take other corporate actions our stockholders desire.

We cannot assure you that we will continue to pay dividends on our common stock or repurchase any of our common stock under our share repurchase program, and our indebtedness and certain tax considerations could limit our ability to continue to pay dividends on, or make share repurchases of, our common stock. If we do not continue to pay dividends, you may not receive any return on investment unless you are able to sell your common stock for a price greater than your purchase price.

We expect to continue to pay a cash dividend on our common stock. However, any determination to pay dividends in the future will be at the discretion of our Board of Directors. Any determination to pay dividends on, or repurchase, shares of our common stock in the future will depend upon our results of operations, financial condition, business prospects, capital requirements, contractual restrictions, any potential indebtedness we may incur, restrictions imposed by applicable law, tax considerations and other factors our Board of Directors deems relevant. In addition, our ability to pay dividends on, or repurchase, shares of our common stock will be limited by restrictions on our ability to pay dividends or make distributions to our stockholders and on the ability of our subsidiaries to pay dividends or make distributions to us, in each case, under the terms of our current and any future agreements governing our indebtedness. There can be no assurance that we will continue to pay a dividend at the current rate or at all or that we will continue to repurchase shares of our common stock. If we do not pay dividends in the future, realization of a gain on your investment will depend entirely on the appreciation of the price of our common stock, which may never occur.

We are a holding company and rely on dividends, distributions and other payments, advances and transfers of funds from our subsidiaries to meet our obligations.

We are a holding company that does not conduct any business operations of our own. As a result, we are largely dependent upon cash dividends and distributions and other transfers from our subsidiaries to meet our obligations. The agreements governing the indebtedness of our subsidiaries impose restrictions on our subsidiaries' ability to pay dividends or other distributions to us. The deterioration of the earnings from, or other available assets of, our subsidiaries for any reason could also limit or impair their ability to pay dividends or other distributions to us.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

As of December 31, 2020, we owned or leased a total of 2.5 million square feet of space, primarily in the US, UK and Canada. We own two properties: a 513,000 square foot distribution center in North Las Vegas, Nevada, and a combined office and a 442,000 square foot distribution center in Vernon Hills, Illinois. In addition, we conduct sales, services and administrative activities in various locations primarily in the US, UK and Canada.

We believe our facilities are well maintained, suitable for our business and occupy sufficient space to meet our operating needs. As part of our normal business, we regularly evaluate sales center performance and site suitability. Leases covering our currently occupied leased properties expire at varying dates, generally within the next 16 years.

We anticipate no difficulty in retaining occupancy through lease renewals, month-to-month occupancy or replacing the leased properties with equivalent properties. We believe that suitable additional or substitute leased properties will be available as required.

Item 3. Legal Proceedings

We are party to various legal proceedings that arise in the ordinary course of our business, which include commercial, intellectual property, employment, tort and other litigation matters. We are also subject to audit by federal, state, international, national, provincial and local authorities, and by various partners, group purchasing organizations and customers, including government agencies, relating to purchases and sales under various contracts. In addition, we are subject to indemnification claims under various contracts. From time to time, certain of our customers file voluntary petitions for reorganization or liquidation under the US bankruptcy laws or similar laws of the jurisdictions for our business activities outside of the US. In such cases, certain pre-petition payments received by us could be considered preference items and subject to return to the bankruptcy administrator.

As of December 31, 2020, we do not believe that there is a reasonable possibility that any material loss exceeding the amounts already recognized for these proceedings and matters, if any, has been incurred. However, the ultimate resolutions of these proceedings and matters are inherently unpredictable. As such, our financial condition and results of operations could be adversely affected in any particular period by the unfavorable resolution of one or more of these proceedings or matters.

Item 4. Mine Safety Disclosures

Not applicable.

Information about our Executive Officers

The following table lists the name, age as of February 26, 2021 and positions of each executive officer of the Company.

Name	Age	Position
Christine A. Leahy	56	President and Chief Executive Officer and member of our Board of Directors since January 2019; Chief Revenue Officer from July 2017 to December 2018; Senior Vice President - International, Chief Legal Officer, and Corporate Secretary from May 2016 to July 2017; Senior Vice President, General Counsel and Corporate Secretary from January 2007 to May 2016.
Sona Chawla	53	Chief Growth and Innovation Officer since January 2020; President, Kohl's Corporation (an omnichannel retailer) from May 2018 to October 2019 and Chief Operating Officer from November 2015 to May 2018.
Elizabeth H. Connelly	56	Chief Human Resources Officer and Senior Vice President, Coworker Services since December 2018; Managing Director and Head, Commercial Bank Healthcare, Higher Education and Not-for-Profit Banking at J.P. Morgan Chase & Company (a global financial services firm) from March 2012 to December 2018.
Christina M. Corley	53	Chief Commercial and Operating Officer since January 2020; Chief Operating Officer from January 2019 to January 2020; Senior Vice President, Commercial and International Markets from July 2017 to December 2018; Senior Vice President, Corporate Sales from September 2011 to July 2017.
Collin B. Kebo	54	Senior Vice President and Chief Financial Officer since January 2018; Vice President, Financial Planning and Analysis from December 2008 to December 2017; Chief Financial Officer - International from May 2016 to December 2017.
Frederick J. Kulevich	55	Senior Vice President, General Counsel and Corporate Secretary since October 2017; Vice President and Deputy General Counsel from May 2016 to October 2017; Vice President and Assistant General Counsel from May 2014 to May 2016; Senior Director, Ethics and Compliance from July 2006 to May 2014.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock has been listed on the Nasdaq Global Select Market since June 27, 2013 under the symbol "CDW."

Holders

As of February 23, 2021, there were 12 holders of record of our common stock. The number of beneficial stockholders is substantially greater than the number of holders of record because a portion of our common stock is held through brokerage firms.

Dividends

On February 10, 2021, we announced that our Board of Directors declared a quarterly cash dividend on our common stock of $0.400 per share. The dividend will be paid on March 10, 2021 to all stockholders of record as of the close of business on February 25, 2021.

We expect to continue to pay quarterly cash dividends on our common stock in the future, but such payments remain at the discretion of our Board of Directors and will depend upon our results of operations, financial condition, business prospects, capital requirements, contractual restrictions, any potential indebtedness we may incur, restrictions imposed by applicable law, tax considerations and other factors that our Board of Directors deems relevant. In addition, our ability to pay dividends on our common stock will be limited by restrictions on our ability to pay dividends or make distributions to our stockholders and on the ability of our subsidiaries to pay dividends or make distributions to us, in each case, under the terms of our current and any future agreements governing our indebtedness. For additional information on our cash resources and needs and restrictions on our ability to pay dividends, see "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" included elsewhere in this report. For additional information on restrictions on our ability to pay dividends, see Note 10 (Long-Term Debt) to the accompanying Consolidated Financial Statements.

Issuer Purchases of Equity Securities

On February 7, 2019, we announced that our Board of Directors authorized a $1.0 billion increase to our share repurchase program under which we may repurchase shares of our common stock in the open market through privately negotiated or other transactions, depending on share price, market conditions and other factors. On February 10, 2021, we announced that our Board of Directors authorized a $1.25 billion increase to our share repurchase program.

In March 2020, we elected to temporarily suspend share repurchases as a precautionary measure in light of the COVID-19 pandemic. We made no share repurchases during the second and third quarters of 2020. In November 2020, we resumed our share repurchase program.

Information relating to the Company's purchases of its common stock during the quarter ended December 31, 2020 is as follows:

Period	Total Number of Shares Purchased (in millions)	Average Price Paid per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program (in millions)	Maximum Dollar Value of Shares that May Yet be Purchased Under the Program(1) (in millions)
October 1 through October 31, 2020	—	$ —	—	$ 538.0
November 1 through November 30, 2020	0.7	$ 136.13	0.7	$ 446.1
December 1 through December 31, 2020	0.8	$ 131.91	0.8	$ 338.0
Total	1.5		1.5	

(1) The amounts presented in this column are the remaining total authorized value to be spent after each month's repurchases.

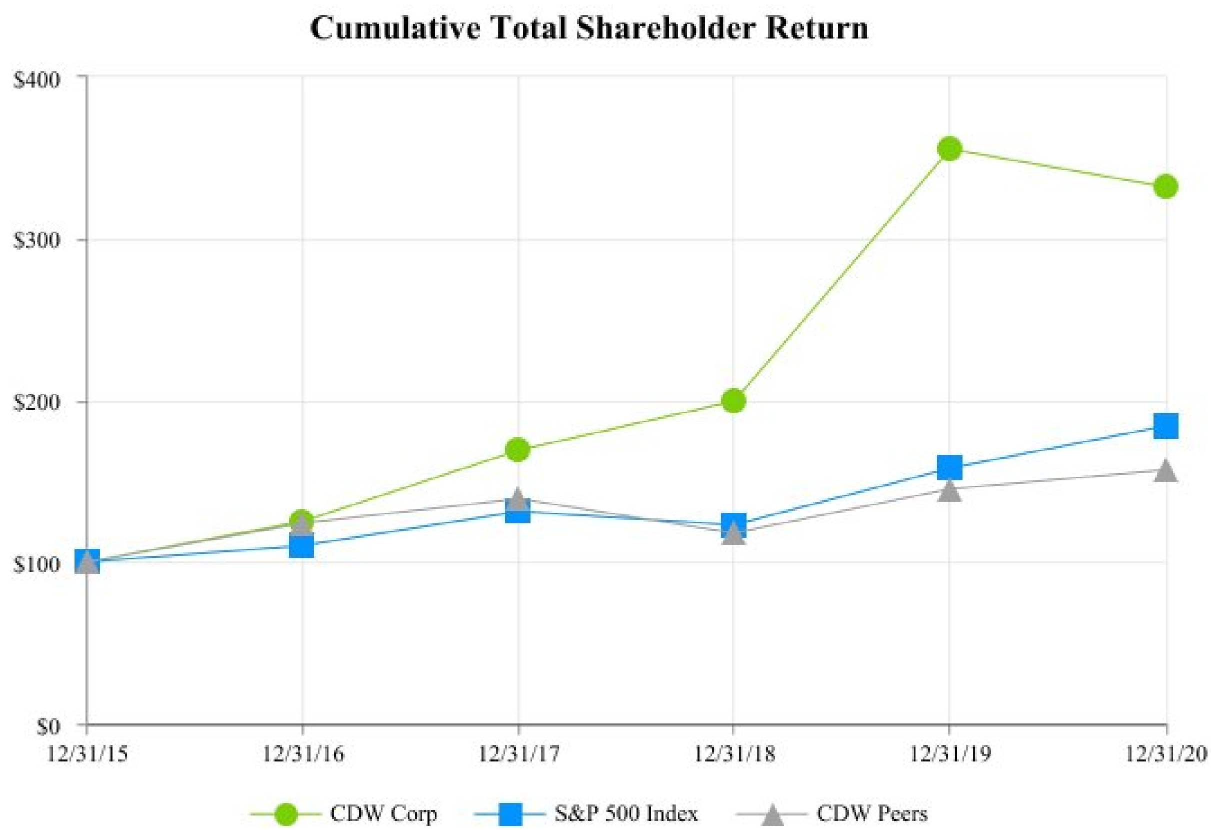
Cumulative Total Shareholder Return

The information contained in this Cumulative Total Shareholder Return section shall not be deemed to be "soliciting material" or "filed" or incorporated by reference in future filings with the SEC, or subject to the liabilities of Section 18 of the Securities

Exchange Act of 1934, except to the extent that we specifically incorporate it by reference into a document filed under the Securities Act of 1933 or the Securities Exchange Act of 1934.

The following graph compares the cumulative total shareholder return, calculated on a dividend reinvested basis, on $100.00 invested at the closing of the market on December 31, 2015 through and including the market close on December 31, 2020, with the cumulative total return for the same time period of the same amount invested in the S&P 500 Index and a peer group index. Our peer group index for 2020 consists of the following companies: Arrow Electronics, Inc., Avnet, Inc., CGI Group Inc., Cognizant Technology Solutions Corporation, DXC Technology Company, Genuine Parts Company, Henry Schein, Inc., Insight Enterprises, Inc., LKQ Corporation, Patterson Companies, Inc., SYNNEX Corporation, W.W. Grainger, Inc. and Wesco International, Inc. This peer group was selected based on a review of publicly available information about these companies and our determination that they met one or more of the following criteria: (i) similar size in terms of revenue and/or enterprise value (one-third to three times our revenue or enterprise value); (ii) operates in a business-to-business distribution environment; (iii) members of the technology industry; (iv) similar customers (*i.e.*, business, government, healthcare, and education); (v) companies that provide services and/or solutions; (vi) similar margins; (vii) comparable percentage of international sales; (viii) frequently identified as a peer by the other peer companies or Institutional Shareholder Services Inc.; or (ix) identified by the Company as a competitor.

The cumulative total shareholder returns over the indicated period are based on historical data and should not be considered indicative of future shareholder returns.



	December 31, 2015		December 31, 2016		December 31, 2017		December 31, 2018		December 31, 2019		December 31, 2020	
CDW Corp	$	100	$	125	$	169	$	199	$	355	$	332
S&P 500 Index	$	100	$	110	$	131	$	123	$	158	$	184
CDW Peers	$	100	$	124	$	139	$	118	$	145	$	157

Recent Sales of Unregistered Securities

None.

Item 6. Selected Financial Data

The selected financial data set forth below are not necessarily indicative of the results of future operations and should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our Consolidated Financial Statements and the related notes. Items that materially impact the comparability of the results over the last five years are discussed below the table.

	Year Ended December 31,				
(dollars in millions, except per share amounts)	2020	2019	2018	2017	2016
Statement of Operations Data:					
Net sales	$ 18,467.5	$ 18,032.4	$ 16,240.5	$ 14,832.9	$ 13,672.7
Cost of sales	15,257.4	14,992.5	13,533.6	12,382.7	11,344.4
Gross profit	3,210.1	3,039.9	2,706.9	2,450.2	2,328.3
Selling and administrative expenses	2,030.9	1,906.3	1,719.6	1,583.7	1,508.3
Operating income	1,179.2	1,133.6	987.3	866.5	820.0
Interest expense, net	(154.9)	(159.4)	(148.6)	(150.5)	(146.5)
Other (expense) income, net	(22.0)	(24.5)	1.8	(55.3)	(0.3)
Income before income taxes	1,002.3	949.7	840.5	660.7	673.2
Income tax expense	(213.8)	(212.9)	(197.5)	(137.6)	(248.1)
Net income	$ 788.5	$ 736.8	$643.0	$ 523.1	$ 425.1
Net income per common share:					
Basic	$ 5.53	$ 5.08	$ 4.26	$ 3.37	$ 2.60
Diluted	$ 5.45	$ 4.99	$ 4.19	$ 3.31	$ 2.56
Cash dividends declared per common share	$ 1.5400	$ 1.2650	$ 0.9250	$ 0.6900	$ 0.4825
Balance Sheet Data (at period end):					
Cash and cash equivalents	$ 1,410.2	$ 154.0	$ 205.8	$ 144.2	$ 263.7
Working capital	2,055.2	842.7	993.7	874.2	959.9
Total assets	9,344.7	7,999.4	7,167.7	6,966.7	6,958.4
Total debt and finance lease obligations[(1)(2)]	3,927.2	3,317.3	3,209.1	3,236.7	3,236.6
Total stockholders' equity	1,297.1	960.3	975.2	985.6	1,047.9
Other Financial Data:					
Capital expenditures	$ 158.0	$ 236.3	$ 86.1	$ 81.1	$ 63.5
Gross profit as a percentage of Net sales	17.4 %	16.9 %	16.7 %	16.5 %	17.0 %
Non-GAAP operating income[(3)]	$ 1,404.6	$ 1,368.4	$ 1,216.6	$ 1,106.8	$ 1,048.3
Non-GAAP net income[(4)]	954.4	902.1	794.3	605.9	569.7
Statement of Cash Flows Data:					
Net cash provided by (used in):					
Operating activities	$ 1,314.3	$ 1,027.2	$ 905.9	$ 777.7	$ 604.0
Investing activities	(201.0)	(331.4)	(86.1)	(81.1)	(65.9)
Financing activities	138.8	(749.8)	(754.8)	(818.7)	(304.6)

(1) Excludes borrowings of $525 million, $430 million, $429 million, $498 million and $580 million as of December 31, 2020, 2019, 2018, 2017 and 2016, respectively, under our inventory financing agreements. We do not include these borrowings in total debt because we have not in the past incurred, and in the future do not expect to incur, any interest expense or late fees under these agreements.

(2) On January 1, 2019, the Company adopted ASU 2016-02, Leases (Topic 842), and applied the requirements retrospectively. As such, the lease obligations included in this line are classified as finance leases for the years ended December 31, 2020 and 2019, and as capital leases for the years ended December 31, 2018, 2017 and 2016.

(3) Non-GAAP operating income excludes, among other things, charges related to the amortization of acquisition-related intangible assets, equity-based compensation and the associated payroll taxes, a workforce reduction program, and acquisition and integration expenses. Non-GAAP operating income is considered a non-GAAP financial measure. Generally, a non-GAAP financial measure is a numerical measure of a company's performance or financial position that either excludes or includes amounts that are not normally included or excluded in the most directly comparable measure calculated and presented in accordance with US GAAP. Non-GAAP measures used by management may differ from similar measures used by other companies, even when similar terms are used to identify such measures. We believe Non-GAAP operating income provide analysts, investors and management with helpful information regarding the underlying operating performance of our business, as this measure removes the impact of items that management believes are not reflective of underlying operating performance. Management uses this measure to evaluate period-over-period performance as management believes it provides a more comparable measure of the underlying business.

The following unaudited table sets forth a reconciliation of Operating income to Non-GAAP operating income for the periods presented:

	Year Ended December 31,				
(dollars in millions)	2020	2019	2018	2017	2016
Operating income, as reported	$ 1,179.2	$ 1,133.6	$ 987.3	$ 866.5	$ 820.0
Amortization of intangibles[1]	158.1	178.5	182.7	185.1	187.2
Equity-based compensation	42.5	48.5	40.7	43.7	39.2
Workforce reduction charges	8.5	—	—	—	—
Other adjustments[2]	16.3	7.8	5.9	11.5	1.9
Non-GAAP operating income	$ 1,404.6	$ 1,368.4	$ 1,216.6	$ 1,106.8	$ 1,048.3

(1) Includes amortization expense for acquisition-related intangible assets, primarily customer relationships, customer contracts and trade names.

(2) Includes other expenses such as payroll taxes on equity-based compensation, expenses related to the consolidation of office space and relocation of the downtown Chicago office, settlement of litigation matters, and acquisition and integration expenses.

(4) Non-GAAP net income excludes, among other things, charges related to acquisition-related intangible asset amortization, equity-based compensation, net loss on extinguishment of long-term debt, a workforce reduction program, acquisition and integration expenses, and the associated tax effects of each. Non-GAAP net income is considered a non-GAAP financial measure. Generally, a non-GAAP financial measure is a numerical measure of a company's performance or financial position that either excludes or includes amounts that are not normally included or excluded in the most directly comparable measure calculated and presented in accordance with US GAAP. Non-GAAP measures used by management may differ from similar measures used by other companies, even when similar terms are used to identify such measures. We believe that Non-GAAP net income provides analysts, investors and management with helpful information regarding the underlying operating performance of our business, as this measure removes the impact of items that management believes are not reflective of underlying operating performance. Management uses this measure to evaluate period-over-period performance as management believes it provides a more comparable measure of the underlying business.

The following unaudited table sets forth a reconciliation of Net income to Non-GAAP net income for the periods presented:

	Year Ended December 31,				
(dollars in millions)	2020	2019	2018	2017	2016
Net income	$ 788.5	$ 736.8	$ 643.0	$ 523.1	$ 425.1
Amortization of intangibles[(1)]	158.1	178.5	182.7	185.1	187.2
Equity-based compensation	42.5	48.5	40.7	43.7	39.2
Net loss on extinguishments of long-term debt	27.3	22.1	—	57.4	2.1
Workforce reduction charges	8.5	—	—	—	—
Other adjustments[(2)]	16.3	7.8	5.9	11.5	1.9
Aggregate adjustments for income taxes[(3)]	(86.8)	(91.6)	(78.0)	(214.9)	(85.8)
Non-GAAP net income	$ 954.4	$ 902.1	$ 794.3	$ 605.9	$ 569.7

(1) Includes amortization expense for acquisition-related intangible assets, primarily customer relationships, customer contracts and trade names.

(2) Includes other expenses such as payroll taxes on equity-based compensation, expenses related to the consolidation of office space and relocation of the downtown Chicago office, consolidation of office space, settlement of litigation matters, the favorable resolution of a local sales tax matter, and acquisition and integration expenses.

(3) Aggregate adjustments for income taxes consists of the following:

	Year Ended December 31,				
(dollars in millions)	2020	2019	2018	2017	2016
Total Non-GAAP adjustments	$ 252.7	$ 256.9	$ 229.3	$ 297.7	$ 230.4
Weighted-average statutory effective rate	25.0 %	25.0 %	25.0 %	36.0 %	36.0 %
Income tax	(63.2)	(64.2)	(57.3)	(107.2)	(82.9)
Deferred tax adjustment due to law changes	2.7	0.3	0.5	1.3	(1.5)
Excess tax benefits from equity-based compensation	(26.3)	(24.5)	(19.1)	(36.2)	(1.8)
Discrete tax benefit related to CDW Canada's acquisition of Scalar	—	(3.0)	—	—	—
Tax Cuts and Jobs Act	—	—	(1.9)	(75.5)	—
Non-deductible adjustments and other	—	(0.2)	(0.2)	2.7	0.4
Total aggregate adjustments for income taxes	$ (86.8)	$ (91.6)	$ (78.0)	$ (214.9)	$ (85.8)

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Unless otherwise indicated or the context otherwise requires, as used in this "Management's Discussion and Analysis of Financial Condition and Results of Operations," the terms "we," "us," "the Company," "our," "CDW" and similar terms refer to CDW Corporation and its subsidiaries. "Management's Discussion and Analysis of Financial Condition and Results of Operations" should be read in conjunction with the Consolidated Financial Statements and the related notes included elsewhere in this report. This discussion contains forward-looking statements that are subject to numerous risks and uncertainties. Actual results may differ materially from those contained in any forward-looking statements. See "Forward-Looking Statements" above.

Overview

CDW Corporation, a Fortune 500 company and member of the S&P 500 Index, is a leading multi-brand provider of information technology ("IT") solutions to small, medium and large business, government, education and healthcare customers in the US, the UK and Canada. Our broad array of offerings ranges from discrete hardware and software products to integrated IT solutions and services that include on-premise, hybrid and cloud capabilities across data center and networking, digital workspace, security and virtualization.

We are vendor, technology, and consumption model "agnostic", with a solutions portfolio including more than 100,000 products and services from more than 1,000 leading and emerging brands. Our solutions are delivered in physical, virtual and cloud-based environments through approximately 7,000 customer-facing coworkers, including sellers, highly-skilled technology specialists and advanced service delivery engineers. We are a leading sales channel partner for many original equipment manufacturers ("OEMs"), software publishers and cloud providers (collectively, our "vendor partners"), whose products we sell or include in the solutions we offer. We provide our vendor partners with a cost-effective way to reach customers and deliver a consistent brand experience through our established end-market coverage, technical expertise and extensive customer access.

We have three reportable segments, Corporate, Small Business and Public. Our Corporate segment primarily serves US private sector business customers with more than 250 employees. Our Small Business segment primarily serves US private sector business customers with up to 250 employees. Our Public segment is comprised of government agencies and education and healthcare institutions in the US. We also have two other operating segments: CDW UK and CDW Canada, each of which do not meet the reportable segment quantitative thresholds and, accordingly, are included in an all other category ("Other").

We may sell all or only select products that our vendor partners offer. Each vendor partner agreement provides for specific terms and conditions, which may include one or more of the following: product return privileges, price protection policies, purchase discounts and vendor incentive programs, such as purchase or sales rebates and cooperative advertising reimbursements. We also resell software for major software publishers. Our agreements with software publishers allow the end-user customer to acquire software or licensed products and services. In addition to helping our customers determine the best software solutions for their needs, we help them manage their software agreements, including warranties and renewals. A significant portion of our advertising and marketing expenses are reimbursed through cooperative advertising programs with our vendor partners. These programs are at the discretion of our vendor partners and are typically tied to sales or other commitments to be met by us within a specified period of time.

For a discussion of results for the year ended December 31, 2019, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of our Annual Report on Form 10-K for the year ended December 31, 2019, filed with the Securities and Exchange Commission on February 28, 2020.

Trends and Key Factors Affecting our Financial Performance

We believe the following key factors may have a meaningful impact on our business performance, influencing our ability to generate sales and achieve our targeted financial and operating results:

- General economic conditions are a key factor affecting our results as they impact our customers' willingness to spend on information technology. This is particularly the case for our Corporate and Small Business customers, as their purchases tend to reflect confidence in their business prospects, which are driven by their discrete perceptions of business and general economic conditions. Additionally, changes in trade policy and product constraints from suppliers could have an adverse impact on our business.

- The global spread of the novel coronavirus ("COVID-19") pandemic continues to create significant macroeconomic uncertainty, volatility and disruption. The extent to which the COVID-19 pandemic continues to impact our business, results of operations, cash flows, financial condition and liquidity will depend on future developments, which are highly uncertain and cannot be predicted, including, but not limited to, the duration, severity and further spread of the outbreak, future resurgences and reimplementation of closures, the availability, efficacy and acceptance of a vaccine, and the actions taken to contain the virus, and the effectiveness of these actions and how quickly and to what extent normal economic and operating conditions can resume and be sustained. We have mobilized our resources to help ensure the well-being and safety of our coworkers, business continuity, a strong capital position and adequate liquidity. Our efforts have included:
    - Continued focus on the well-being and safety of our coworkers, leveraging standing crisis management protocols and following guidelines from public health authorities and state and local governments. During 2020, we implemented precautions to help keep our coworkers healthy and safe, including activating a cross-functional response team led by senior leadership, moving to remote work for our office coworkers, and implementing safety protocols at our distribution centers, including social distancing measures, segmented shifts, additional personal protective equipment, enhanced facility cleanings, and temperature screening for anyone entering the facilities. All distribution and configuration centers are considered essential businesses and continue to be operational. Our office coworkers continue to work remotely.
    - Remote enablement, operations continuity, and security are customer focus areas to manage remote environments at scale and to prepare to be remote longer. Customers are focused on initiatives to reduce costs, optimize resources, and leverage technology for better customer and employee experiences through digital transformation. We have orchestrated solutions by leveraging client devices, accessories, collaboration tools, security, software and hybrid and cloud offerings to help customers build these capabilities and achieve their objectives.
    - Increasing our provision for credit losses during the year ended December 31, 2020 as a result of the expected economic impact of the COVID-19 pandemic. We continue to monitor cash collections and credit limits of our customers to manage the risk of uncollectible receivables.
    - Closely monitoring our cost structure and liquidity position relative to the overall demand environment. We took measures to enhance liquidity, including completing a $600 million senior notes issuance in April 2020, leveraging the lower interest rate environment by refinancing one of our higher interest rate senior notes in August 2020, implementing cost savings initiatives and suspending temporarily share repurchases from March 2020 through October 2020.
- Changes in spending policies, budget priorities and funding levels are a key factor influencing the purchasing levels of Government, Healthcare and Education customers. Given the COVID-19 pandemic, Education customers have prioritized their budgets towards IT spending while Healthcare customer budgets have been pressured. As the duration and ongoing economic impacts of the COVID-19 pandemic remain uncertain, current and future budget priorities and funding levels for Government, Healthcare and Education customers may be adversely affected.
- Technology trends drive customer purchasing behaviors in the market. Current technology trends are focused on delivering greater flexibility and efficiency, as well as designing IT securely. These trends are driving customer adoption of solutions such as those delivered via cloud, software defined architectures and hybrid on-premise and off-premise combinations, as well as the evolution of the IT consumption model to more "as a service" offerings, including Device as a Service and managed services. Technology trends could also change as customers consider the impact of the COVID-19 pandemic on their operations.
- The new UK/European Union ("EU") trade deal due to the UK’s exit from the EU (referred to as "Brexit") that came into effect on January 1, 2021 eased concerns over restrictions of imports and exports, but it increased regulatory complexities that may adversely impact our business.

Key Business Metrics

We monitor a number of financial and non-financial measures and ratios on a regular basis in order to track the progress of our business and make adjustments as necessary. We believe that the most important of these measures and ratios include average daily sales, gross margin, operating margin, Net income, Non-GAAP operating income, Non-GAAP operating income margin, Non-GAAP income before income taxes, Non-GAAP net income, Net sales growth on a constant currency basis, Net income per diluted share, Non-GAAP net income per diluted share, free cash flow, return on working capital, Cash and cash equivalents, net working capital, cash conversion cycle, debt levels including available credit, sales per coworker and coworker turnover. These measures and ratios are compared to standards or objectives set by management, so that actions can be taken, as necessary, in order to achieve the standards and objectives.

In this report, we discuss Non-GAAP operating income, Non-GAAP operating income margin, Non-GAAP income before income taxes, Non-GAAP net income and Net Sales growth on a constant currency basis, which are non-GAAP financial measures.

We believe these measures provide analysts, investors and management with helpful information regarding the underlying operating performance of our business, as they remove the impact of items that management believes are not reflective of underlying operating performance. Management uses these measures to evaluate period-over-period performance as management believes they provide a more comparable measure of the underlying business. For the definitions of Non-GAAP operating income, Non-GAAP operating income margin, Non-GAAP income before income taxes, Non-GAAP net income and Net sales growth on a constant currency basis and reconciliations to the most directly comparable US GAAP measure, see "Results of Operations - Non-GAAP Financial Measure Reconciliations."

The results of certain key business metrics are as follows:

	Year Ended December 31,		
(dollars in millions)	2020	2019	2018
Net sales	$ 18,467.5	$ 18,032.4	$ 16,240.5
Gross profit	3,210.1	3,039.9	2,706.9
Operating income	1,179.2	1,133.6	987.3
Net income	788.5	736.8	643.0
Non-GAAP operating income	1,404.6	1,368.4	1,216.6
Non-GAAP net income	954.4	902.1	794.3
Average daily sales(1)	72.7	71.0	63.9
Net debt(2)	2,517.0	3,163.3	3,002.8
Cash conversion cycle (in days)(3)	17	18	19

(1) There were 254 selling days for each of the years ended December 31, 2020, 2019, and 2018.

(2) Defined as Total debt minus Cash and cash equivalents.

(3) Cash conversion cycle is defined as days of sales outstanding in Accounts receivable and certain receivables due from vendors plus days of supply in Merchandise inventory minus days of purchases outstanding in Accounts payable and Accounts payable-inventory financing, based on a rolling three-month average.

Results of Operations

Results of operations, in dollars and as a percentage of Net sales are as follows:

	Year Ended December 31,			
	2020		2019	
	Dollars in Millions	Percentage of Net Sales	Dollars in Millions	Percentage of Net Sales
Net sales	$ 18,467.5	100.0 %	$ 18,032.4	100.0 %
Cost of sales	15,257.4	82.6	14,992.5	83.1
Gross profit	3,210.1	17.4	3,039.9	16.9
Selling and administrative expenses	2,030.9	11.0	1,906.3	10.6
Operating income	1,179.2	6.4	1,133.6	6.3
Interest expense, net	(154.9)	(0.8)	(159.4)	(0.9)
Other expense, net	(22.0)	(0.1)	(24.5)	(0.1)
Income before income taxes	1,002.3	5.4	949.7	5.3
Income tax expense	(213.8)	(1.2)	(212.9)	(1.2)
Net income	$ 788.5	4.3 %	$ 736.8	4.1 %

Net sales

Net sales by segment, in dollars and as a percentage of total Net sales, and the year-over-year dollar and percentage change in Net sales are as follows:

	Year Ended December 31,					
	2020		2019			
(dollars in millions)	Net Sales	Percentage of Total Net Sales	Net Sales	Percentage of Total Net Sales	Dollar Change	Percent Change[(1)]
Corporate	$ 6,846.0	37.1 %	$ 7,499.0	41.6 %	$ (653.0)	(8.7)%
Small Business	1,397.1	7.6	1,510.3	8.4	(113.2)	(7.5)
Public:						
Government	2,978.5	16.1	2,519.3	14.0	459.2	18.2
Education	3,458.1	18.7	2,411.6	13.4	1,046.5	43.4
Healthcare	1,701.1	9.2	1,933.9	10.7	(232.8)	(12.0)
Total Public	8,137.7	44.0	6,864.8	38.1	1,272.9	18.5
Other	2,086.7	11.3	2,158.3	12.0	(71.6)	(3.3)
Total Net sales	$ 18,467.5	100.0 %	$ 18,032.4	100.0 %	$ 435.1	2.4 %

(1) There were 254 selling days for both the years ended December 31, 2020 and 2019.

Total Net sales for the year ended December 31, 2020 increased $435 million, or 2.4%, to $18,468 million, compared to the prior year. The impact of foreign currency fluctuations did not have an impact to Net sales growth. For additional information, see "Non-GAAP Financial Measure Reconciliations" below regarding constant currency Net sales growth.

For the year ended December 31, 2020, Net sales growth was driven by Education and Government customers prioritizing integrated solutions including notebooks, accessories and services to support remote enablement and the Census project. These Public customer increases were partially offset by decreases in most hardware categories in our other business segments due to the impact of the COVID-19 pandemic on customer demand. For additional information, see Note 18 (Segment Information) to the accompanying Consolidated Financial Statements.

Corporate segment Net sales for the year ended December 31, 2020 decreased $653 million, or 8.7%, compared to the year ended December 31, 2019. The decrease was primarily driven by decreases across all major hardware categories due to the impact of the COVID-19 pandemic on customer demand, partially offset by an increase in software.

Small Business segment Net sales for the year ended December 31, 2020 decreased by $113 million, or 7.5%, compared to the year ended December 31, 2019. The decrease was primarily driven by decreases across all major hardware categories due to the impact of the COVID-19 pandemic on customer demand.

Public segment Net sales for the year ended December 31, 2020 increased $1,273 million, or 18.5%, compared to the year ended December 31, 2019. The increase was primarily driven by growth in Education and Government customers. Net sales to Education customers increased 43.4% primarily driven by notebooks/mobile devices as schools invested in remote enablement. Net sales to Government customers increased 18.2% primarily driven by the continued delivery on the Census project comprised of other hardware, including accessories and smartphones, and services. Increases in notebooks/mobile devices also contributed to growth in Government customers due to agencies investing in remote enablement and device refreshes. Net sales to Healthcare customers decreased 12.0% primarily driven by decreases across most hardware categories, as well as decreases in software and services as hospitals experienced budget pressures and delayed projects.

Net sales in Other, which is comprised of results from our UK and Canadian operations, for the year ended December 31, 2020 decreased $72 million, or 3.3%, compared to the year ended December 31, 2019. Net sales for Canadian operations decreased across all hardware categories, with the exception of notebooks/mobile devices. Net sales for UK operations increased primarily driven by increases in notebooks/mobile devices and software, partially offset by decreases across most other major hardware categories. The impact of foreign currency exchange decreased Other Net sales by approximately 10 basis points, primarily due to the unfavorable translation of the Canadian dollar and British pound to the US dollar.

Gross profit

Gross profit increased $170 million, or 5.6%, to $3,210 million for the year ended December 31, 2020, compared to $3,040 million for the year ended December 31, 2019. As a percentage of Net sales, Gross profit margin increased 50 basis points to 17.4% for the year ended December 31, 2020. Gross profit margin was positively impacted by product margin and the mix of netted down revenues that are booked net of cost of goods sold, primarily software as a service.

Selling and administrative expenses

Selling and administrative expenses increased $125 million, or 6.5%, to $2,031 million for the year ended December 31, 2020, compared to $1,906 million for the year ended December 31, 2019. The increase was primarily due to higher payroll expenses consistent with higher Gross profit, higher average coworker count and coworker compensation investments, and a higher provision for credit losses driven by increased reserves reflecting the expected economic impact of the COVID-19 pandemic. The increase was partially offset by cost saving measures, including decreased travel and entertainment. Total coworker count was 9,982, up 86 from 9,896 at December 31, 2019 due to our recent acquisition.

As a percentage of total Net sales, Selling and administrative expenses increased 40 basis points to 11.0% for the year ended December 31, 2020, compared to 10.6% for the year ended December 31, 2019 primarily due to higher payroll expenses and a higher provision for credit losses, partially offset by lower travel and entertainment.

Operating income

Operating income by segment, in dollars and as a percentage of Net sales, and the year-over-year percentage change was as follows:

	Year Ended December 31,				
	2020		2019		
	Dollars in Millions	Operating Margin	Dollars in Millions	Operating Margin	Percent Change in Operating Income
Segments:(1)					
Corporate	$ 489.5	7.2 %	$ 585.1	7.8 %	(16.3) %
Small Business	99.0	7.1	107.5	7.1	(7.8)
Public	678.2	8.3	475.0	6.9	42.8
Other(2)	65.9	3.2	101.6	4.7	(35.0)
Headquarters(3)	(153.4)	nm*	(135.6)	nm*	13.6
Total Operating income	$ 1,179.2	6.4 %	$ 1,133.6	6.3 %	4.0 %

* Not meaningful

(1) Segment operating income includes the segment's direct operating income, allocations for certain Headquarters' costs, allocations for income and expenses from logistics services, certain inventory adjustments and volume rebates and cooperative advertising from vendors.

(2) Includes the financial results for our other operating segments, CDW UK and CDW Canada, which do not meet the reportable segment quantitative thresholds.

(3) Includes Headquarters' function costs that are not allocated to the segments.

Operating income was $1,179 million for the year ended December 31, 2020, an increase of $46 million, or 4.0%, compared to $1,134 million for the year ended December 31, 2019. Operating income increased primarily due to higher Gross profit dollars and cost saving measures implemented during the year, partially offset by higher payroll expenses and a higher provision for credit losses. Total operating margin percentage increased 10 basis points to 6.4% for the year ended December 31, 2020, from 6.3% for the year ended December 31, 2019 primarily due to higher Gross profit margin and cost saving measures implemented during the year, partially offset by higher payroll expenses and a higher provision for credit losses as percentage of Net sales.

Corporate segment Operating income was $490 million for the year ended December 31, 2020, a decrease of $96 million, or 16.3%, compared to $585 million for the year ended December 31, 2019. Corporate segment Operating income decreased primarily due to lower Gross profit dollars and higher payroll expenses due to coworker compensation investments. Corporate segment operating margin percentage decreased 60 basis points to 7.2% for the for the year ended December 31, 2020, from 7.8% for the year ended December 31, 2019 primarily due higher payroll expenses and a higher provision for credit losses as a percentage of Net sales, partially offset by the mix of netted down revenue and cost saving measures.

Small Business segment Operating income was $99 million for the year ended December 31, 2020, a decrease of $9 million, or 7.8%, compared to $108 million for the year ended December 31, 2019. Small Business segment Operating income decreased primarily due to lower Gross profit dollars, a higher provision for credit losses and higher payroll expenses due to coworker compensation investments. Small Business segment operating margin percentage remained flat at 7.1% for both the year ended December 31, 2020 and 2019 primarily due to the mix of netted down revenue, partially offset by increased payroll expenses and a higher provision for credit losses as a percentage of Net sales.

Public segment Operating income was $678 million for the year ended December 31, 2020, an increase of $203 million, or 42.8%, compared to $475 million for the year ended December 31, 2019. Public segment Operating income increased primarily due to higher Gross profit dollars, partially offset by higher sales payroll expenses. Public segment operating margin percentage increased 140 basis points to 8.3% for the year ended December 31, 2020, from 6.9% for the year ended December 31, 2019, primarily due to a mix into more profitable product offerings and services and by cost saving measures as a percentage of Net sales.

Other Operating income was $66 million for the year ended December 31, 2020, a decrease of $36 million, or 35.0%, compared to $102 million for the year ended December 31, 2019. Other Operating income decreased primarily due to lower Gross profit dollars, higher payroll expenses due to higher average coworker count and coworker compensation investments in addition to a higher provision for credit losses. Other operating margin percentage decreased 150 basis points to 3.2% for the year ended December 31, 2020, from 4.7% for the year ended December 31, 2019, primarily due to higher payroll expenses and a higher provision for credit losses as a percentage of Net sales.

Interest expense, net

Interest expense, net in 2020 was $155 million, a decrease of $4 million, compared to $159 million in 2019. This decrease was primarily due to paying a lower effective interest rate on the term loan in 2020 compared to the capped rate in 2019, partially offset by additional interest expense on the senior notes issued in April 2020.

Income tax expense

Income tax expense was $214 million in 2020, compared to $213 million in 2019. The effective income tax rate, expressed by calculating income tax expense as a percentage of Income before income taxes, was 21.3% and 22.4% for 2020 and 2019, respectively.

For 2020, the effective tax rate differed from the US federal statutory rate primarily due to state income taxes, a discrete deferred tax expense as a result of an increase in the UK corporate tax rate, partially offset by excess tax benefits on equity-based compensation and tax benefits associated with new IRS regulations for global intangible low taxed income ("GILTI") and non-deductible expenses for the current and prior years. For 2019, the effective tax rate differed from the US federal statutory rate primarily due to state income taxes, partially offset by tax credits, excess tax benefits on equity-based compensation and a tax benefit related to CDW Canada's acquisition of Scalar. The 2020 effective tax rate was lower than 2019 primarily due to the tax benefits associated with the new IRS regulations for GILTI and lower non-deductible expenses.

Non-GAAP Financial Measure Reconciliations

We have included reconciliations of Non-GAAP operating income, Non-GAAP operating income margin, Non-GAAP income before income taxes, Non-GAAP net income, and Net sales growth on a constant currency basis for the years ended December 31, 2020 and 2019 below.

Non-GAAP operating income excludes, among other things, charges related to the amortization of acquisition-related intangible assets, equity-based compensation and the associated payroll taxes, a workforce reduction program and acquisition and integration expenses. Non-GAAP operating income margin is defined as Non-GAAP operating income as a percentage of Net sales. Non-GAAP income before income taxes and Non-GAAP net income exclude, among other things, charges related to acquisition-related intangible asset amortization, equity-based compensation, net loss on extinguishment of long-term debt, a workforce reduction program, acquisition and integration expenses, and the associated tax effects of each. Net sales growth on a constant currency basis is defined as Net sales growth excluding the impact of foreign currency translation on net sales compared to the prior period.

Non-GAAP operating income, Non-GAAP operating income margin, Non-GAAP income before income taxes, Non-GAAP net income and Net sales growth on a constant currency basis are considered non-GAAP financial measures. Generally, a non-GAAP financial measure is a numerical measure of a company's performance or financial position that either excludes or includes amounts that are not normally included or excluded in the most directly comparable measure calculated and presented in accordance with US GAAP. Non-GAAP measures used by management may differ from similar measures used by other companies, even when similar terms are used to identify such measures.

We believe these measures provide analysts, investors and management with helpful information regarding the underlying operating performance of our business, as they remove the impact of items that management believes are not reflective of underlying operating performance. Management uses these measures to evaluate period-over-period performance as management believes they provide a more comparable measure of the underlying business.

Non-GAAP operating income

Non-GAAP operating income was $1,405 million for the year ended December 31, 2020, an increase of $37 million, or 2.6%, compared to $1,368 million for the year ended December 31, 2019. As a percentage of Net sales, Non-GAAP operating income was 7.6% for each of the years ended December 31, 2020 and 2019.

(dollars in millions)	Year Ended December 31, 2020	Year Ended December 31, 2019
Operating income	$ 1,179.2	$ 1,133.6
Amortization of intangibles[1]	158.1	178.5
Equity-based compensation	42.5	48.5
Workforce reduction charges	8.5	—
Other adjustments[2]	16.3	7.8
Non-GAAP operating income	$ 1,404.6	$ 1,368.4
Non-GAAP operating income margin	7.6 %	7.6 %

(1) Includes amortization expense for acquisition-related intangible assets, primarily customer relationships, customer contracts and trade names.

(2) Includes other expenses such as payroll taxes on equity-based compensation, expenses related to the relocation of the downtown Chicago office, and acquisition and integration expenses.

Non-GAAP net income

Non-GAAP net income was $954 million for the year ended December 31, 2020, an increase of $52 million, or 5.8%, compared to $902 million for the year ended December 31, 2019.

	Year Ended December 31, 2020			Year Ended December 31, 2019		
(dollars in millions)	Income before income taxes	Income tax expense[1]	Net income	Income before income taxes	Income tax expense[1]	Net income
US GAAP, as reported	$ 1,002.3	$ (213.8)	$ 788.5	$ 949.7	$ (212.9)	$ 736.8
Amortization of intangibles[2]	158.1	(36.8)	121.3	178.5	(44.6)	133.9
Equity-based compensation	42.5	(37.0)	5.5	48.5	(36.6)	11.9
Net loss on extinguishments of long-term debt	27.3	(6.8)	20.5	22.1	(5.5)	16.6
Workforce reduction charges	8.5	(2.1)	6.4	—	—	—
Other adjustments[3]	16.3	(4.1)	12.2	7.8	(4.9)	2.9
Non-GAAP	$ 1,255.0	$ (300.6)	$ 954.4	$ 1,206.6	$ (304.5)	$ 902.1

(1) Income tax on non-GAAP adjustments includes excess tax benefits associated with equity-based compensation.

(2) Includes amortization expense for acquisition-related intangible assets, primarily customer relationships, customer contracts and trade names.

(3) Includes other expenses such as payroll taxes on equity-based compensation, expenses related to the relocation of the downtown Chicago office, and acquisition and integration expenses.

Net sales growth on a constant currency basis

Net sales increased $435 million, or 2.4%, to $18,468 million for the year ended December 31, 2020, compared to $18,032 million for the year ended December 31, 2019. Net sales on a constant currency basis, which excludes the impact of foreign currency translation, increased $438 million, or 2.4%.

	Year Ended December 31,		
(dollars in millions)	2020	2019	% Change[(1)]
Net sales, as reported	$ 18,467.5	$ 18,032.4	2.4 %
Foreign currency translation[(2)]	—	(2.5)	
Net sales, on a constant currency basis	$ 18,467.5	$ 18,029.9	2.4 %

(1) There were 254 selling days for both the years ended December 31, 2020 and 2019.

(2) Represents the effect of translating the prior period results of CDW UK and CDW Canada at the average exchange rates applicable in the current year.

Seasonality

While we have not historically experienced significant seasonality throughout the year, sales in our Corporate segment, which primarily serves US private sector business customers with more than 250 employees, are typically higher in the fourth quarter than in other quarters due to customers spending their remaining technology budget dollars at the end of the year. Additionally, sales in our Public segment have historically been higher in the third quarter than in other quarters primarily due to the buying patterns of the federal government and education customers. During 2020, we experienced variability compared to historic seasonality trends. As uncertainty due to COVID-19 remains, seasonality is expected to continue to be different than historical experience.

Liquidity and Capital Resources

Overview

We finance our operations and capital expenditures with internally generated cash from operations and borrowings under our revolving credit facility. As of December 31, 2020, we also had $1.0 billion of availability for borrowings under our senior secured asset-based revolving credit facility and an additional £50 million ($68 million) under the CDW UK revolving credit facility. Our liquidity and borrowing plans are established to align with our financial and strategic planning processes and ensure we have the necessary funding to meet our operating commitments, which primarily include the purchase of inventory, payroll and general expenses. We also take into consideration our overall capital allocation strategy, which includes investment for future growth, dividend payments, acquisitions and share repurchases. During 2020, we bolstered our liquidity position by completing a $600 million senior notes issuance in April 2020, and leveraging the lower interest rate environment by refinancing one of our higher interest rate senior notes in August 2020. We also temporarily suspended share repurchases from March 2020 through October 2020. We took additional measures to enhance our liquidity by implementing various cost savings initiatives. We believe we have adequate sources of liquidity and funding available for at least the next year; however, there are a number of factors that may negatively impact our available sources of funds. The amount of cash generated from operations will be dependent upon factors such as the successful execution of our business plan, general economic conditions and working capital management, including accounts receivable.

Long-Term Debt and Financing Arrangements

On April 21, 2020, we completed the issuance of $600 million aggregate principal amount of 4.125% Senior Notes due May 2025 at par.

On August 13, 2020, we completed the refinance of $600 million aggregate principal amount of 5.000% Senior Notes due September 2025 through the issuance of $700 million aggregate principal amount of 3.250% Senior Notes due February 2029 at par.

As of December 31, 2020, we had total indebtedness of $3.9 billion, of which $1.5 billion was secured indebtedness. At December 31, 2020, we were in compliance with the covenants under our various credit agreements and indentures.

For additional information regarding our debt and refinancing activities, see Note 10 (Long-Term Debt) to the accompanying Consolidated Financial Statements.

Inventory Financing Agreements

We have entered into agreements with certain financial intermediaries to facilitate the purchase of inventory from various suppliers under certain terms and conditions. These amounts are classified separately as Accounts payable-inventory financing on the Consolidated Balance Sheets. We do not incur any interest expense associated with these agreements as balances are paid when they are due. For additional information, see Note 7 (Inventory Financing Agreements) to the accompanying Consolidated Financial Statements.

Share Repurchase Program

During 2020, we repurchased 2.6 million shares of our common stock for $341 million under the previously announced share repurchase program. During 2020, we temporarily suspended share repurchases from March 2020 through October 2020 as a precautionary measure in light of the COVID-19 pandemic. For additional information, see "Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities."

Dividends

A summary of 2020 dividend activity for our common stock is as follows:

Dividend Amount	Declaration Date	Record Date	Payment Date
$0.380	February 6, 2020	February 25, 2020	March 10, 2020
$0.380	May 6, 2020	May 25, 2020	June 10, 2020
$0.380	August 4, 2020	August 25, 2020	September 10, 2020
$0.400	November 2, 2020	November 25, 2020	December 10, 2020
$1.540			

On February 10, 2021, we announced that our Board of Directors declared a quarterly cash dividend on our common stock of $0.400 per share. The dividend will be paid on March 10, 2021 to all stockholders of record as of the close of business on February 25, 2021.

The payment of any future dividends will be at the discretion of our Board of Directors and will depend upon our results of operations, financial condition, business prospects, capital requirements, contractual restrictions, any potential indebtedness we may incur, restrictions imposed by applicable law, tax considerations and other factors that our Board of Directors deems relevant. In addition, our ability to pay dividends on our common stock will be limited by restrictions on our ability to pay dividends or make distributions to our stockholders and on the ability of our subsidiaries to pay dividends or make distributions to us, in each case, under the terms of our current and any future agreements governing our indebtedness.

Coronavirus Aid, Relief, and Economic Security Act

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was enacted into law. The primary impact to our financial statements as a result of the CARES Act was the deferral of US corporate income tax payments from the second quarter of 2020 to July 2020 as well as the deferral of employer related payroll tax payments from the second, third and fourth quarters of 2020 with 50% to be paid in the fourth quarter of 2021 and the remaining 50% to be paid in the fourth quarter of 2022.

Cash Flows

Cash flows from operating, investing and financing activities are as follows:

	Year Ended December 31,	
(dollars in millions)	2020	2019
Net cash provided by (used in):		
Operating activities	$ 1,314.3	$ 1,027.2
Investing activities	(201.0)	(331.4)
Net change in accounts payable - inventory financing	93.0	(1.3)
Other financing activities	45.8	(748.5)
Financing activities	138.8	(749.8)
Effect of exchange rate changes on cash and cash equivalents	4.1	2.2
Net increase (decrease) in cash and cash equivalents	$ 1,256.2	$ (51.8)

Operating Activities

Cash flows from operating activities are as follows:

	Year Ended December 31,		
(dollars in millions)	2020	2019	Change
Net income	$ 788.5	$ 736.8	$ 51.7
Adjustments for the impact of non-cash items(1)	520.9	256.7	264.2
Net income adjusted for the impact of non-cash items(2)	1,309.4	993.5	315.9
Changes in assets and liabilities:			
Accounts receivable(3)	(226.4)	(244.8)	18.4
Merchandise inventory(4)	(71.4)	(153.0)	81.6
Accounts payable-trade(5)	253.7	194.1	59.6
Other(6)	49.0	237.4	(188.4)
Net cash provided by operating activities	$ 1,314.3	$ 1,027.2	$ 287.1

(1) Includes items such as deferred income taxes, depreciation and amortization, and equity-based compensation expense.

(2) The change is due to stronger operating results driven by Gross profit growth and higher depreciation and amortization.

(3) The change is primarily due to improved collection performance partially offset by increased sales.

(4) The change is due to lower customer-driven and strategic stocking positions partially offset by timing of receipts and shipments.

(5) The change is primarily due to mixing into vendors with extended payment terms in 2021, increased sales and year-end inventory purchases.

(6) The change is primarily due to lower contract liabilities partially offset by higher accrued compensation expense in 2020 compared to 2019.

In order to manage our working capital and operating cash needs, we monitor our cash conversion cycle, defined as days of sales outstanding in accounts receivable plus days of supply in inventory minus days of purchases outstanding in accounts payable, based on a rolling three-month average. Components of our cash conversion cycle are as follows:

	December 31,	
(in days)	2020	2019
Days of sales outstanding (DSO)(1)	57	57
Days of supply in inventory (DIO)(2)	14	14
Days of purchases outstanding (DPO)(3)	(54)	(53)
Cash conversion cycle	17	18

(1) Represents the rolling three-month average of the balance of Accounts receivable, net at the end of the period, divided by average daily Net sales for the same three-month period. Also incorporates components of other miscellaneous receivables.

(2) Represents the rolling three-month average of the balance of Merchandise inventory at the end of the period divided by average daily Cost of sales for the same three-month period.

(3) Represents the rolling three-month average of the combined balance of Accounts payable-trade, excluding cash overdrafts, and Accounts payable-inventory financing at the end of the period divided by average daily Cost of sales for the same three-month period.

The cash conversion cycle decreased to 17 days at December 31, 2020, compared to 18 days at December 31, 2019. DSO and DIO both remained unchanged at 57 days and 14 days, respectively. DPO increased by 1 day to 54 days driven by mixing into vendors with extended payment terms during the quarter compared to 2019.

Investing Activities

Net cash used in investing activities decreased $130 million in 2020 compared to 2019. The decrease was primarily due to decreased Capital expenditures of $78 million from fewer purchases of devices for the Census program and lower investments in acquisitions.

Financing Activities

Net cash provided by financing activities increased $889 million in the year ended December 31, 2020 compared to year ended December 31, 2019. The increase was primarily driven by the $600 million debt offering completed in April 2020, lower share repurchases and increased volume through our inventory financing arrangements, partially offset by decreased borrowings under our revolving credit facilities and higher dividend payments. For additional information regarding our debt activities, see Note 10 (Long-Term Debt) to the accompanying Consolidated Financial Statements.

Contractual Obligations

We have future obligations under various contracts relating to debt and interest payments and operating leases. Our estimated future payments, based on undiscounted amounts, under contractual obligations that existed as of December 31, 2020, are as follows:

	Payments Due by Period				
(dollars in millions)	Total	2021	2022-2023	2024-2025	2026 & Thereafter
Term Loan(1)	$ 1,577.4	$ 42.2	$ 83.6	$ 82.5	$ 1,369.1
CDW UK Term Loan(1)	56.5	56.5	—	—	—
Senior Notes due 2024(2)	701.5	31.6	63.3	606.6	—
Senior Notes due 2025(2)	711.4	24.8	49.5	637.1	—
Senior Notes due 2028(2)	791.3	25.5	51.0	51.0	663.8
Senior Notes due 2029(2)	893.5	22.9	45.5	45.5	779.6
Operating leases(3)	243.2	32.8	49.2	37.8	123.4
Total	$ 4,974.8	$ 236.3	$ 342.1	$ 1,460.5	$ 2,935.9

(1) Includes future principal and cash interest payments on long-term borrowings through scheduled maturity dates. Interest payments for variable rate debt were calculated using interest rates as of December 31, 2020. Excluded from these amounts are the amortization of debt issuance and other costs related to indebtedness.

(2) Includes future principal and cash interest payments on long-term borrowings through scheduled maturity dates. Interest on the Senior Notes is calculated using the stated interest rates. Excluded from these amounts are the amortization of debt issuance and other costs related to indebtedness.

(3) For additional information, see Note 12 (Leases) to the accompanying Consolidated Financial Statements.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a material current or future effect on our financial condition, results of operations or liquidity.

Issuers and Guarantors of Debt Securities

Each series of our outstanding unsecured senior notes (the "Notes") are issued by CDW LLC and CDW Finance Corporation (the "Issuers") and are guaranteed by CDW Corporation ("Parent") and each of CDW LLC's direct and indirect, 100% owned, domestic subsidiaries (the "Guarantor Subsidiaries" and, together with Parent, the "Guarantors"). All guarantees by Parent and the Guarantors are joint and several, and full and unconditional; provided that guarantees by the Guarantor Subsidiaries are subject to certain customary release provisions contained in the indentures governing the Notes.

The Notes and the related guarantees are the Issuers' and the Guarantors' senior unsecured obligations and are:

- structurally subordinated to all existing and future indebtedness and other liabilities of our non-guarantor subsidiaries and
- rank equal in right of payment with all of the Issuers' and the Guarantors' existing and future unsecured senior debt.

The following tables set forth Balance Sheet information as of December 31, 2020 and December 31, 2019, and Statement of Operations information for the years ended December 31, 2020 and 2019 for the accounts of the Issuers and the accounts of the Guarantors (the "Obligor Group"). The financial information of the Obligor Group is presented on a combined basis and the intercompany balances and transactions between the Obligor Group have been eliminated.

Balance Sheet Information

	December 31,	
(dollars in millions)	2020	2019
Current assets	$ 5,161.3	$ 3,601.6
Goodwill	2,239.1	2,206.1
Other assets	572.1	903.1
Total Non-current assets	2,811.2	3,109.2
Current liabilities	3,265.0	2,975.3
Long-term debt	3,856.5	3,229.5
Other liabilities	209.8	188.3
Total Long-term liabilities	4,066.3	3,417.8

Statements of Operations Information

	Year Ended December 31,	
(dollars in millions)	2020	2019
Net sales	$ 16,380.8	$ 15,874.1
Gross profit	2,851.8	2,666.8
Operating income	1,113.2	1,032.1
Net income	738.8	656.7

Inflation

Inflation has not had a material impact on our operating results. We generally have been able to pass along price increases to our customers, though certain economic factors and technological advances in recent years have tended to place downward pressure on pricing. We also have been able to generally offset the effects of inflation on operating costs by continuing to emphasize productivity improvements. There can be no assurances, however, that inflation would not have a material impact on our sales or operating costs in the future.

Commitments and Contingencies

The information set forth in Note 17 (Commitments and Contingencies) to the accompanying Consolidated Financial Statements included in Part II, Item 8 of this report is incorporated herein by reference.

Critical Accounting Policies and Estimates

The preparation of the Consolidated Financial Statements in accordance with US GAAP requires management to make use of certain estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, as well as related disclosure of contingent assets and liabilities in the Consolidated Financial Statements and accompanying notes. We base our estimates on historical experience and on various other assumptions that we believe are reasonable under the circumstances. Historically, we have not made significant changes to the methods for determining these estimates as our actual results have not differed materially from our estimates. We do not believe it is reasonably likely that the estimates and related assumptions will change materially in the foreseeable future; however, actual results could differ from those estimates under different assumptions, judgments or conditions. We have reviewed our critical accounting policies with the Audit Committee of our Board of Directors.

Critical accounting policies and estimates are those that are most important to the portrayal of our financial condition and results of operations, and which require us to make our most difficult and subjective judgments, often as a result of the need to make estimates of matters that are inherently uncertain. Based on this definition, we have identified the critical accounting policies and estimates addressed below. For additional information related to significant accounting policies used in the preparation of our Consolidated Financial Statements, see Note 1 (Description of Business and Summary of Significant Accounting Policies) to the accompanying Consolidated Financial Statements.

Revenue Recognition

We sell some of our products and services as part of bundled contract arrangements containing multiple deliverables, which may include a combination of different products and services. Significant judgment may be required when determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together.

For contracts consisting of multiple performance obligations, the total transaction price is allocated to each performance obligation based upon its standalone selling price. Judgment is required to determine the standalone selling price for each distinct performance obligation. For certain performance obligations, we will use a combination of methods to estimate the standalone selling price based on recent transactions. When evidence from recent transactions is not available to confirm that the prices are representative of the standalone selling price, an expected cost plus margin approach is used.

Additional judgment is required in determining whether we are the principal, and report revenues on a gross basis, or agent, and report revenues on a net basis. For each identified performance obligation in a transaction, we evaluate the facts and circumstances present to determine whether or not we control the specified good or service prior to transfer to the customer. This evaluation includes, but is not limited to, assessing indicators such as whether: (i) we are primarily responsible for fulfilling the promise to provide the specified goods or service, (ii) we have inventory risk before the specified good or service has been transferred to a customer and (iii) we have discretion in establishing the price for the specified good or service. When the evaluation indicates we control the specified good or service prior to transfer to the customer, we are acting as a principal. When the evaluation indicates we do not control the specified good or service prior transfer to the customer, we are acting as an agent.

The nature of our contracts give rise to variable consideration in the form of volume rebates and sales returns and allowances. We estimate variable consideration at the most likely amount to which we expect to be entitled. The estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based on an assessment of our anticipated performance and all information that is reasonably available.

We recognize revenue on performance obligations when the customer obtains control over the specified good or service. That is, when the customer has the ability to direct the use of and obtain substantially all of the benefits from the good or service. For the sale of hardware and software, this is generally upon delivery to the customer. As a result, we perform an analysis to estimate the amount of Net sales in-transit at the end of the period and adjust revenue and the related costs to reflect only what has been delivered to the customer. This analysis requires judgment whereby we perform an analysis of the estimated number of days of sales in-transit to customers at the end of each reporting period based on a weighted-average analysis of commercial delivery terms that include drop-shipment arrangements. Changes in delivery patterns may result in a different number of business days estimated to make this adjustment.

Vendor Programs

We receive incentives from certain vendors related to cooperative advertising, volume rebates, bid programs, price protection and other programs. These incentives generally relate to written agreements with specified performance requirements with the vendors and are recorded as adjustments to Cost of sales or Merchandise inventory, depending on the nature of the incentive. We record vendor partner receivables related to these programs when the amounts are probable and reasonably estimable. Some programs are based on the achievement of specific targets, and we base our estimates on information provided by our vendors and internal information to assess our progress toward achieving those targets.

We also record reserves for vendor partner receivables for estimated losses due to vendors' inability to pay or rejections by vendors of claims. In estimating the required allowance, we take into consideration collections performance and the aging of the incentive receivables, as well as specific vendor circumstances.

Goodwill

Goodwill is allocated to reporting units expected to benefit from the business combination. Goodwill is not amortized but is subject to periodic testing for impairment at the reporting unit level on an annual basis each December 1, or more frequently if events or changes in circumstances indicate that the asset may be impaired. These events or circumstances could include a significant change in the business climate, legal factors, operating performance indicators, competition or sale or disposition of a significant portion of a reporting unit.

We may elect to utilize a qualitative assessment to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. As part of our qualitative assessment, judgment is required in weighing the effect of various positive and negative factors that may affect the fair value. We consider various factors, including the excess of fair value over carrying value from the last quantitative test, macroeconomic conditions, industry and market considerations, the projected financial performance and actual financial performance compared to prior year projected financial performance.

If we elect to bypass the qualitative assessment, or if indicators of impairment exist, a quantitative impairment test is performed. As part of the quantitative assessment, application of the goodwill impairment test requires judgment, including the identification of reporting units, assignment of assets and liabilities to reporting units, assignment of goodwill to reporting units, and determination of the fair value of each reporting unit. Fair value of a reporting unit is determined by using a weighted combination of an income approach and a market approach, as this combination is considered the most indicative of our fair value in an orderly transaction between market participants. This analysis requires significant judgments, including estimation of future cash flows, which is dependent on internal forecasts, estimation of the long-term rate of growth for our business, estimation of the useful life over which cash flows will occur, determination of our weighted average cost of capital, future market conditions and profitability of future business strategies. The estimates used to calculate the fair value of a reporting unit change from year to year based on operating results, market conditions and other factors. Changes in these estimates and assumptions could materially affect the determination of fair value and goodwill impairment for each reporting unit. However, our past estimates of fair value would not have indicated an impairment when revised to include subsequent years' actual results.

Intangible Assets

Intangible assets include customer relationships, trade names, internally developed software and other intangibles. Intangible assets are amortized on a straight-line basis over the estimated useful life of the asset and reviewed for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. The valuation and classification of these assets and the assignment of useful lives involve significant judgment and the use of estimates. The valuation, classification and assignment of useful lives are derived using market inputs, historic experience and third-party guidance.

Income Taxes

The determination of our provision for income taxes and evaluating our tax positions requires significant judgment, the use of estimates and the interpretation and application of complex tax laws. Our provision for income taxes primarily reflects a combination of income earned and taxed in the various US federal and state, as well as foreign, jurisdictions. Our annual effective tax rate is based on our income, the jurisdiction(s) in which the income is earned and subjected to taxation, the tax laws in those various jurisdictions which can be affected by tax law changes, increases or decreases in permanent differences between book and tax items, and accruals or adjustments of accruals for unrecognized tax benefits or valuation allowances.

We establish reserves to remove some or all of the tax benefit of any of our tax positions at the time we determine that the position becomes uncertain based upon one of the following: (1) the tax position is not more likely than not to be sustained, (2) the tax position is more likely than not to be sustained, but for a lesser amount, or (3) the tax position is more likely than not to be sustained, but not in the financial period in which the tax position was originally taken. Reserves related to tax accruals and valuation allowances related to deferred tax assets can be impacted by changes in tax law in the relevant jurisdiction(s) and our future taxable income levels in the relevant jurisdiction(s) with respect to valuation allowances.

Allowance for Credit Losses

We estimate an allowance for credit losses related to accounts receivable for future expected credit losses by using relevant information such as historical information, current conditions, and reasonable and supportable forecasts. The allowance is measured on a pool basis when similar risk characteristics exist, and a loss-rate for each pool is determined using historical credit loss experience as the basis for the estimation of expected credit losses. Adjustments to historical loss information involves making informed judgments to reflect our expectations for differences in current conditions, as well as changes in forecasted macroeconomic conditions, such as changes in the unemployment rate or gross domestic product growth, when applicable. We also consider internal information on pool specific factors to inform our decision making. We typically observe a higher loss-rate experience with customers in the pools associated with our Corporate and Small Business segments, as compared to the pools associated with the Public segment. During the year ended December 31, 2020, we recognized an increase in the allowance to reflect the forecasted credit deterioration due to the COVID-19 pandemic, which considered geographic-specific factors, customer makeup and the overall size of our pools, as well as the impacts experienced to date and the impacts from the last significant economic downturn in 2008-2009. As the overall impact and duration of the COVID-19 pandemic remains uncertain, our estimates and assumptions may evolve as conditions change.

Recent Accounting Pronouncements

The information set forth in Note 2 (Recent Accounting Pronouncements) to the accompanying Consolidated Financial Statements included in Part II, Item 8 of this report is incorporated herein by reference.

Item 7A. Quantitative and Qualitative Disclosures of Market Risks

Interest Rate Risk

Our market risks relate primarily to changes in interest rates. The interest rates on borrowings under our senior secured asset-based revolving credit facility, our senior secured term loan facility and the CDW UK term loan are floating and, therefore, are subject to fluctuations. In order to manage the risk associated with changes in interest rates on borrowings under our senior secured term loan facility, we have entered into interest rate caps to add stability to interest expense and to manage our exposure to interest rate fluctuations.

As of December 31, 2020, we have an interest rate cap agreement in effect with a notional amount of $1.4 billion. For additional information, see Note 9 (Financial Instruments) to the accompanying Consolidated Financial Statements.

See "Management's Discussion and Analysis of Financial Condition and Results of Operations - Liquidity and Capital Resources - Contractual Obligations" for information on cash flows, interest rates and maturity dates of our debt obligations.

Foreign Currency Risk

We transact business in foreign currencies other than the US dollar, primarily the British pound and the Canadian dollar, which exposes us to foreign currency exchange rate fluctuations. Revenue and expenses generated from our international operations are generally denominated in the local currencies of the corresponding countries. The functional currency of our international operating subsidiaries is the same as the corresponding local currency. Upon consolidation, as results of operations are translated, operating results may differ from expectations. The direct effect of foreign currency fluctuations on our results of operations has not been material as the majority of our results of operations are denominated in US dollars.

Item 8. Financial Statements and Supplementary Data

Index to Consolidated Financial Statements

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of CDW Corporation and subsidiaries

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of CDW Corporation and subsidiaries (the Company) as of December 31, 2020 and 2019, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2020, and the related notes and financial statement schedule listed in the Index at Item 15(a) (2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2020 and 2019, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 26, 2021 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

	Revenue recognition
Description of the Matter	As described in Note 1 to the consolidated financial statements, the Company recognizes revenue upon transfer of control of promised products or services to customers. The Company applies judgment in determining whether it is the principal and reports revenue on a gross basis, or an agent and reports revenue on a net basis. The Company also sells some of its products and services as part of bundled contract arrangements containing multiple performance obligations. Significant judgment may be required when determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together. For each distinct performance obligation, judgment is required to determine the relative standalone selling price to allocate the transaction price, such as using an expected cost plus margin approach. Auditing the Company's contracts with customers was challenging given the significant audit effort required to analyze the Company's various products, services and contract arrangements. For example, certain customer contracts contain multiple parties and there can be subjective judgment in assessing the Company's role as principal or agent in the contract arrangement. For certain other customer contracts, there can be judgment in the identification of the distinct performance obligations along with the determination of the associated relative standalone selling prices.
How We Addressed the Matter in Our Audit	We obtained an understanding of the revenue process, evaluated the design and tested the operating effectiveness of the Company's internal controls over the relevant terms of the customer contracts, including the determination of principal versus agent, the identification of distinct performance obligations and the determination of the relative standalone selling price for separate performance obligations. To test revenue recognition, our audit procedures included among others, examination of executed customer contracts for a sample of sales transactions, and evaluating the Company's determination of principal versus agent, identifying products and services in the contract and assessing separate distinct performance obligations. To test management's determination of relative standalone selling price for separate performance obligations, we performed audit procedures that included, among others, assessing the appropriateness of the methodology applied, testing the mathematical accuracy of the underlying data and calculations and inspecting the underlying data information on a sample basis.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2011.

Chicago, Illinois

February 26, 2021

CDW CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(dollars in millions, except per share amounts)

	December 31, 2020	December 31, 2019
Assets		
Current assets:		
Cash and cash equivalents	$ 1,410.2	$ 154.0
Accounts receivable, net of allowance for credit losses of $29.6 and $7.9, respectively	3,212.6	3,002.2
Merchandise inventory	760.0	611.2
Miscellaneous receivables	379.5	395.1
Prepaid expenses and other	191.2	171.6
Total current assets	5,953.5	4,334.1
Operating lease right-of-use assets	130.8	131.8
Property and equipment, net	175.5	363.1
Goodwill	2,595.9	2,553.0
Other intangible assets, net	445.1	594.1
Other assets	43.9	23.3
Total Assets	$ 9,344.7	$ 7,999.4
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable-trade	$ 2,088.4	$ 1,835.0
Accounts payable-inventory financing	524.6	429.9
Current maturities of long-term debt	70.9	34.1
Contract liabilities	243.7	252.2
Accrued expenses and other current liabilities:		
Compensation	288.3	212.3
Advertising	153.4	147.9
Sales and income taxes	104.2	88.6
Other	424.8	491.4
Total current liabilities	3,898.3	3,491.4
Long-term liabilities:		
Debt	3,856.3	3,283.2
Deferred income taxes	55.3	62.4
Operating lease liabilities	169.0	131.1
Other liabilities	68.7	71.0
Total long-term liabilities	4,149.3	3,547.7
Stockholders' equity:		
Preferred stock, $0.01 par value, 100.0 shares authorized; no shares issued or outstanding for both periods	—	—
Common stock, $0.01 par value, 1,000.0 shares authorized; 141.9 and 143.0 shares outstanding, respectively	1.4	1.4
Paid-in capital	3,204.9	3,095.3
Accumulated deficit	(1,813.4)	(2,018.6)
Accumulated other comprehensive loss	(95.8)	(117.8)
Total stockholders' equity	1,297.1	960.3
Total Liabilities and Stockholders' Equity	$ 9,344.7	$ 7,999.4

The accompanying notes are an integral part of the Consolidated Financial Statements.

CDW CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(dollars in millions, except per share amounts)

	Year Ended December 31,		
	2020	2019	2018
Net sales	$ 18,467.5	$ 18,032.4	$ 16,240.5
Cost of sales	15,257.4	14,992.5	13,533.6
Gross profit	3,210.1	3,039.9	2,706.9
Selling and administrative expenses	2,030.9	1,906.3	1,719.6
Operating income	1,179.2	1,133.6	987.3
Interest expense, net	(154.9)	(159.4)	(148.6)
Other (expense) income, net	(22.0)	(24.5)	1.8
Income before income taxes	1,002.3	949.7	840.5
Income tax expense	(213.8)	(212.9)	(197.5)
Net income	$ 788.5	$ 736.8	$ 643.0
Net income per common share:			
Basic	$ 5.53	$ 5.08	$ 4.26
Diluted	$ 5.45	$ 4.99	$ 4.19
Weighted-average common shares outstanding:			
Basic	142.6	145.1	150.9
Diluted	144.8	147.8	153.6

The accompanying notes are an integral part of the Consolidated Financial Statements.

CDW CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(dollars in millions)

	Year Ended December 31,		
	2020	2019	2018
Net income	$ 788.5	$ 736.8	$ 643.0
Other comprehensive income (loss):			
Unrealized loss from hedge accounting, net of tax	(0.6)	(11.3)	(5.9)
Reclassification of hedge accounting loss to net income, net of tax	6.0	1.7	3.9
Foreign currency translation, net of tax	16.6	22.4	(32.7)
Other comprehensive income (loss)	22.0	12.8	(34.7)
Comprehensive income	$ 810.5	$ 749.6	$ 608.3

The accompanying notes are an integral part of the Consolidated Financial Statements.

CDW CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(dollars in millions)

	Common Stock		Treasury Stock					
	Shares	Amount	Shares	Amount	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Stockholders' Equity
Balance as of December 31, 2017	153.1	$ 1.5	0.1	$ —	$ 2,911.6	$ (1,831.6)	$ (95.9)	$ 985.6
Net income	—	—	—	—	—	643.0	—	643.0
Equity-based compensation expense	—	—	—	—	36.5	—	—	36.5
Stock option exercises	0.8	—	—	—	28.6	—	—	28.6
Coworker Stock Purchase Plan	0.1	—	—	—	11.8	—	—	11.8
Repurchases of common stock	(6.3)	—	—	—	—	(522.3)	—	(522.3)
Dividend payments ($0.925 per share)	—	—	—	—	0.8	(140.2)	—	(139.4)
Incentive compensation plan stock withheld for taxes	—	—	(0.1)	—	7.6	(41.5)	—	(33.9)
Foreign currency translation	—	—	—	—	—	—	(32.7)	(32.7)
Unrealized loss from hedge accounting	—	—	—	—	—	—	(5.9)	(5.9)
Reclassification of hedge accounting loss to net income	—	—	—	—	—	—	3.9	3.9
Balance as of December 31, 2018	147.7	$ 1.5	—	$ —	$ 2,996.9	$ (1,892.6)	$ (130.6)	$ 975.2
Net income	—	—	—	—	—	736.8	—	736.8
Equity-based compensation expense	—	—	—	—	47.7	—	—	47.7
Stock option exercises	1.3	—	—	—	34.9	—	—	34.9
Coworker Stock Purchase Plan	0.1	—	—	—	14.9	—	—	14.9
Repurchases of common stock	(6.1)	(0.1)	—	—	—	(657.1)	—	(657.2)
Dividend payments ($1.265 per share)	—	—	—	—	0.9	(184.3)	—	(183.4)
Incentive compensation plan stock withheld for taxes	—	—	—	—	—	(21.4)	—	(21.4)
Foreign currency translation	—	—	—	—	—	—	22.4	22.4
Unrealized loss from hedge accounting	—	—	—	—	—	—	(11.3)	(11.3)
Reclassification of hedge accounting loss to net income	—	—	—	—	—	—	1.7	1.7
Balance as of December 31, 2019	143.0	$ 1.4	—	$ —	$ 3,095.3	$ (2,018.6)	$ (117.8)	$ 960.3
Net income	—	—	—	—	—	788.5	—	788.5
Equity-based compensation expense	—	—	—	—	42.5	—	—	42.5
Stock option exercises	1.4	—	—	—	49.2	—	—	49.2
Coworker Stock Purchase Plan	0.1	—	—	—	16.8	—	—	16.8
Repurchases of common stock	(2.6)	—	—	—	—	(340.6)	—	(340.6)
Dividend payments ($1.540 per share)	—	—	—	—	1.1	(220.7)	—	(219.6)
Incentive compensation plan stock withheld for taxes	—	—	—	—	—	(22.5)	—	(22.5)
Foreign currency translation	—	—	—	—	—	—	16.6	16.6
Unrealized loss from hedge accounting	—	—	—	—	—	—	(0.6)	(0.6)
Reclassification of hedge accounting loss to net income	—	—	—	—	—	—	6.0	6.0
Impact of adoption of Topic 326	—	—	—	—	—	0.5	—	0.5
Balance as of December 31, 2020	141.9	$ 1.4	—	$ —	$ 3,204.9	$ (1,813.4)	$ (95.8)	$ 1,297.1

The accompanying notes are an integral part of the Consolidated Financial Statements.

CDW CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(dollars in millions)

	Year Ended December 31,		
	2020	2019	2018
Cash flows from operating activities:			
Net income	$ 788.5	$ 736.8	$ 643.0
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	425.6	267.1	265.6
Equity-based compensation expense	42.5	48.5	40.7
Deferred income taxes	(20.2)	(87.9)	(56.1)
Provision for credit losses	30.9	0.8	0.9
Other	42.1	28.2	10.0
Changes in assets and liabilities:			
Accounts receivable	(226.4)	(244.8)	(365.1)
Merchandise inventory	(71.4)	(153.0)	(46.8)
Other assets	18.6	(10.9)	25.2
Accounts payable-trade	253.7	194.1	271.2
Other liabilities	30.4	248.3	117.3
Net cash provided by operating activities	1,314.3	1,027.2	905.9
Cash flows used in investing activities:			
Capital expenditures	(158.0)	(236.3)	(86.1)
Acquisition of businesses, net of cash acquired	(43.0)	(95.1)	—
Net cash used in investing activities	(201.0)	(331.4)	(86.1)
Cash flows from financing activities:			
Proceeds from borrowings under revolving credit facilities	1,024.0	2,445.5	686.7
Repayments of borrowings under revolving credit facilities	(1,075.0)	(2,394.5)	(686.7)
Proceeds from issuance of long-term debt	1,300.0	600.0	—
Payments to extinguish long-term debt	(622.5)	(539.0)	—
Net change in accounts payable-inventory financing	93.0	(1.3)	(67.4)
Repurchases of common stock	(340.6)	(657.2)	(522.3)
Payment of incentive compensation plan withholding taxes	(22.5)	(21.4)	(33.9)
Dividend payments	(219.6)	(183.4)	(139.4)
Other	2.0	1.5	8.2
Net cash provided by (used in) financing activities	138.8	(749.8)	(754.8)
Effect of exchange rate changes on cash and cash equivalents	4.1	2.2	(3.4)
Net increase (decrease) in cash and cash equivalents	1,256.2	(51.8)	61.6
Cash and cash equivalents – beginning of period	154.0	205.8	144.2
Cash and cash equivalents – end of period	$ 1,410.2	$ 154.0	$ 205.8
Supplementary disclosure of cash flow information:			
Interest paid	$ (139.4)	$ (154.2)	$ (148.8)
Income taxes paid, net	$ (245.6)	$ (272.2)	$ (261.2)

The accompanying notes are an integral part of the Consolidated Financial Statements.

CDW CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollars in millions, except per share data, unless otherwise noted)

1. Description of Business and Summary of Significant Accounting Policies

Description of Business

CDW Corporation ("Parent"), a Fortune 500 company and member of the S&P 500 Index, is a leading multi-brand provider of information technology ("IT") solutions to small, medium and large business, government, education and healthcare customers in the United States ("US"), the United Kingdom ("UK") and Canada. The Company's broad array of offerings ranges from discrete hardware and software products to integrated IT solutions and services that include on-premise, hybrid and cloud capabilities across data center and networking, digital workspace, security and virtualization.

Throughout this report, the terms "the Company" and "CDW" refer to Parent and its 100% owned subsidiaries.

Parent has two 100% owned subsidiaries, CDW LLC and CDW Finance Corporation. CDW LLC is an Illinois limited liability company that, together with its 100% owned subsidiaries, holds all material assets and conducts all business activities and operations of the Company. CDW Finance Corporation is a Delaware corporation formed for the sole purpose of acting as co-issuer of certain debt obligations and does not hold any material assets or engage in any business activities or operations.

Basis of Presentation

The Consolidated Financial Statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP") and the rules and regulations of the US Securities and Exchange Commission ("SEC").

Reclassifications

Certain prior period amounts have been reclassified to conform with current period presentation.

Principles of Consolidation

The Consolidated Financial Statements include the accounts of Parent and its 100% owned subsidiaries. All intercompany transactions and accounts are eliminated in consolidation.

Use of Estimates

The preparation of the Consolidated Financial Statements in accordance with US GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the Consolidated Financial Statements and the reported amounts of revenue and expenses during the reported periods. The Company bases its estimates on historical experience and on various other assumptions that management believes are reasonable under the circumstances including management's current assumptions with respect to implications of the novel coronavirus ("COVID-19") pandemic, the results of which form the basis for making judgments about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results and outcomes could differ from those estimates.

Except as noted within Note 2 (Recent Accounting Pronouncements) for the adoption of Accounting Standards Update ("ASU") 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("Topic 326"), there have been no changes to the Company's significant accounting policies and estimates during the year ended December 31, 2020.

Business Combinations

The Company accounts for business combinations using the acquisition method of accounting, which allocates the fair value of the purchase consideration to the tangible and intangible assets acquired and liabilities assumed based on their estimated fair values. The excess of the purchase consideration over the fair values of these identifiable assets and liabilities is recorded as goodwill. When determining the fair values of assets acquired and liabilities assumed, management makes significant estimates and assumptions. The Company may utilize third-party valuation specialists to assist the Company in the allocation. Initial purchase price allocations are subject to revision within the measurement period, not to exceed one year from the date of acquisition. Acquisition-related expenses and transaction costs associated with business combinations are expensed as incurred.

Cash and Cash Equivalents

Cash and cash equivalents include deposits in banks and short-term (original maturities of three months or less at the time of purchase), highly liquid investments that are readily convertible to known amounts of cash and are so near maturity that there is insignificant risk of changes in value due to interest rate changes.

Accounts Receivable

Trade accounts receivable are recorded at the invoiced amount and typically do not bear interest. The Company estimates an allowance for credit losses related to accounts receivable for future expected credit losses by using relevant information such as historical information, current conditions, and reasonable and supportable forecasts. The allowance is measured on a pool basis when similar risk characteristics exist, and a loss-rate for each pool is determined using historical credit loss experience as the basis for the estimation of expected credit losses. Adjustments to historical loss information are made for differences in current conditions as well as changes in forecasted macroeconomic conditions, such as changes in the unemployment rate or gross domestic product growth rate. The Company has typically observed a higher loss-rate experience with customers in pools associated with the Company's Corporate and Small Business segments, as compared to the pools associated with the Public segment.

Merchandise Inventory

Inventory is valued at the lower of cost and net realizable value. Cost is determined using a weighted-average cost method. Price protection is recorded when earned as a reduction to the cost of inventory. The Company decreases the value of inventory for estimated obsolescence equal to the difference between the cost of inventory and the net realizable value, based upon an aging analysis of the inventory on hand, specifically known inventory-related risks and assumptions about future demand and market conditions.

Miscellaneous Receivables

Miscellaneous receivables primarily consist of amounts due from vendors. The Company receives incentives from vendors related to cooperative advertising, volume rebates, bid programs, price protection and other programs. These incentives generally relate to written vendor agreements with specified performance requirements and are recorded as adjustments to Cost of sales or Merchandise inventory, depending on the nature of the incentive.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. The Company calculates depreciation expense using the straight-line method over the estimated useful lives of the assets. For revenue generating assets, the Company calculates depreciation expense using the straight-line method to the estimated residual value over the estimated useful life of the assets. Property and equipment are reviewed for impairment when events or changes in circumstances indicate that the carrying amount may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. If the carrying amount of an asset exceeds its estimated future undiscounted cash flows, an impairment loss is recorded for the excess of the asset's carrying amount over its fair value. Leasehold improvements are amortized over the shorter of their estimated useful lives or the remaining lease term. Expenditures for major renewals and improvements that extend the useful life of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

Leases

The Company enters into operating lease contracts, as assessed at contract inception, primarily for real estate, data centers and equipment. On the lease commencement date, the Company records operating lease liabilities based on the present value of the future lease payments. In determining the present value of future lease payments, the Company uses its incremental borrowing rate based on the information available at the commencement date. For real estate and data center contracts, the Company accounts for the lease and non-lease components as a single lease component. For certain equipment leases, the Company applies a portfolio approach to account for the right-of-use asset and operating lease liability. In assessing the lease term, the Company includes options to renew only when it is reasonably certain that it will be exercised; a determination which is at the sole discretion of the Company. For leases with an initial term of 12 months or less, the Company has elected to not record a right-of-use asset and lease liability. For equipment leases used in revenue generating activities, the Company records a right-of-use asset and lease liability for leases with a term of 12 months or less. The Company records lease expense on a straight-line basis over the lease term beginning on the commencement date.

Goodwill

The Company performs an evaluation of goodwill, utilizing either a qualitative or quantitative impairment test. A qualitative assessment is performed at least on an annual basis to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying value. The Company performs a quantitative impairment test for each reporting unit every three years, or more frequently if circumstances indicate a potential impairment. The annual test for impairment is conducted as of December 1. The Company's reporting units included in the assessment of potential goodwill impairment are the same as its operating segments. Goodwill is not amortized but is subject to periodic testing for impairment at the reporting unit level.

Under a qualitative assessment, the most recent quantitative assessment is used to determine if it is more likely than not that the reporting unit's goodwill is impaired. As part of this qualitative assessment, the Company assesses relevant events and circumstances including macroeconomic conditions, industry and market conditions, cost factors, overall financial performance, changes in share price and entity-specific events to determine if there is an indication of impairment.

Under a quantitative assessment, goodwill impairment is identified by comparing the fair value of a reporting unit to its carrying amount, including goodwill. If the carrying amount of a reporting unit exceeds its fair value, goodwill is considered impaired and an impairment charge is recognized in an amount equal to that excess, not to exceed the carrying amount of goodwill. Fair value of a reporting unit is determined by using a weighted combination of an income approach (75%) and a market approach (25%), as this combination is considered the most indicative of the Company's fair value in an orderly transaction between market participants.

Under the income approach, the Company determines fair value based on estimated future cash flows of a reporting unit, discounted by an estimated weighted-average cost of capital, which reflects the overall level of inherent risk of a reporting unit and the rate of return an outside investor would expect to earn. The estimated future cash flows of each reporting unit are based on internally generated forecasts for the remainder of the respective reporting period and the next five years.

Under the market approach, the Company utilizes valuation multiples derived from publicly available information for guideline companies to provide an indication of how much a knowledgeable investor in the marketplace would be willing to pay for a company. The valuation multiples are applied to the reporting units.

Determining the fair value of a reporting unit is judgmental in nature and requires the use of significant estimates and assumptions, including Net sales growth rates, gross profit margins, operating margins, discount rates and future market conditions, among others. Any changes in the judgments, estimates or assumptions used could produce significantly different results.

Intangible Assets

Intangible assets with determinable lives are amortized on a straight-line basis over their respective estimated useful lives. The cost of computer software developed or obtained for internal use is capitalized and amortized on a straight-line basis over the estimated useful life of the software. Intangible assets are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. If the carrying amount of an asset exceeds its estimated future undiscounted cash flows, an impairment loss is recorded for the excess of the asset's carrying amount over its fair value. In addition, each quarter, the Company evaluates whether events and circumstances warrant a revision to the remaining estimated useful life of each of these intangible assets. If the Company were to determine that a change to the remaining estimated useful life of an intangible asset was necessary, then the remaining carrying amount of the intangible asset would be amortized prospectively over that revised remaining useful life.

Deferred Financing Costs

Deferred financing costs, such as underwriting, financial advisory, professional fees and other similar fees are capitalized and recognized in Interest expense, net over the estimated life of the related debt instrument using the effective interest method or straight-line method, as applicable. The Company classifies deferred financing costs as a direct deduction from the carrying value of the Long-term debt liability on the Consolidated Balance Sheets, except for deferred financing costs associated with revolving credit facilities which are presented as an asset, within Other assets on the Consolidated Balance Sheets.

Derivative Instruments

The Company has interest rate cap agreements for the purpose of hedging its exposure to fluctuations in interest rates. The interest rate cap agreements are designated as cash flow hedges of interest rate risk and recorded at fair value in Other assets on the Consolidated Balance Sheets. Changes in fair value of the derivative instruments, along with the change in the fair value of the hedged item, are reported as a component of Accumulated other comprehensive loss until reclassified to Interest expense, net in the same period the hedge transaction affects earnings.

Fair Value Measurements

Fair value is defined under US GAAP as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. A fair value hierarchy has been established for valuation inputs to prioritize the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 – observable inputs such as quoted prices for identical instruments traded in active markets.

Level 2 – inputs are based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

Revenue Recognition

The Company is a primary distribution channel for a large group of vendors and suppliers, including original equipment manufacturers ("OEMs"), software publishers and wholesale distributors.

The Company accounts for a contract when it has approval and commitment from both parties, the rights of the parties are identified, payment terms are established, the contract has commercial substance and collectability of consideration is probable. The Company evaluates the following indicators amongst others when determining whether it is acting as a principal in the transaction and recording revenue on a gross basis: (i) the Company is primarily responsible for fulfilling the promise to provide the specified goods or service, (ii) the Company has inventory risk before the specified good or service has been transferred to a customer or after transfer of control to the customer and (iii) the Company has discretion in establishing the price for the specified good or service. If the terms of a transaction do not indicate the Company is acting as a principal in the transaction, then the Company is acting as an agent in the transaction and the associated revenues are recognized on a net basis.

The Company recognizes revenue once control has passed to the customer. The following indicators are evaluated in determining when control has passed to the customer: (i) the Company has a right to payment for the product or service, (ii) the customer has legal title to the product, (iii) the Company has transferred physical possession of the product to the customer, (iv) the customer has the significant risk and rewards of ownership of the product and (v) the customer has accepted the product. The Company's products can be delivered to customers in a variety of ways, including (i) as physical product shipped from the Company's warehouse, (ii) via drop-shipment by the vendor or supplier or (iii) via electronic delivery of keys for software licenses. The Company's shipping terms typically allow for the Company to recognize revenue when the product reaches the customer's location.

The Company leverages drop-shipment arrangements with many of its vendors and suppliers to deliver products to its customers without having to physically hold the inventory at its warehouses. The Company is the principal in the transaction and recognizes revenue for drop-shipment arrangements on a gross basis.

Revenue Recognition for Hardware

Revenues from sales of hardware products are recognized on a gross basis as the Company is acting as a principal in these transactions, with the selling price to the customer recorded as Net sales and the acquisition cost of the product recorded as Cost of sales. The Company recognizes revenue from these transactions when control has passed to the customer, which is usually upon delivery of the product to the customer.

In some instances, the customer agrees to buy the product from the Company but requests delivery at a later date, commonly known as bill-and-hold arrangements. For these transactions, the Company deems that control passes to the customer when the product is ready for delivery. The Company views products ready for delivery when the customer has a signed agreement, significant risk and rewards for the products, the ability to direct the assets, the products have been set aside specifically for the customer, cannot be redirected to another customer and for customer orders that include configuration services, when such services have been completed.

The Company's vendor partners warrant most of the products the Company sells. These manufacturer warranties are assurance-type warranties and are not considered separate performance obligations. The warranties are not sold separately and only provide assurance that products will conform with the manufacturer's specifications. In some transactions, a third party will provide the customer with an extended warranty. These extended warranties are sold separately and provide the customer with a service in addition to assurance that the product will function as expected. The Company considers these warranties to be separate performance obligations from the underlying product. For extended warranties, the Company is arranging for those services to be provided by the third party and therefore is acting as an agent in the transaction and records revenue on a net basis at the point of sale.

The Company sells cloud computing solutions which include Infrastructure as a Service ("IaaS"). IaaS solutions utilize third-party partners to enable customers to access data center functionality in a cloud-based solution, including storage, computing and networking. The Company recognizes revenue for cloud computing solutions for arrangements with one-time invoicing to the customer at the time of invoice on a net basis as the Company is acting as an agent in the transaction. For monthly subscription-based arrangements, the Company is acting as an agent in the transaction and recognizes revenue as it invoices the customer for its monthly usage on a net basis.

Revenue Recognition for Software

Revenues from most software license sales are recognized as a single performance obligation on a gross basis as the Company is acting as a principal in these transactions at the point the software license is delivered to the customer. Generally, software licenses are sold with accompanying third-party delivered software assurance, which is a product that allows customers to upgrade, at no additional cost, to the latest technology if new capabilities are introduced during the period that the software assurance is in effect. The Company evaluates whether the software assurance is a separate performance obligation by assessing if the third-party delivered software assurance is critical or essential to the core functionality of the software itself. This involves considering if the software provides its original intended functionality to the customer without the updates, if the customer would ascribe a higher value to the upgrades versus the up-front deliverable, if the customer would expect frequent intelligence updates to the software (such as updates that maintain the original functionality), and if the customer chooses to not delay or always install upgrades. If the Company determines that the accompanying third-party delivered software assurance is critical or essential to the core functionality of the software license, the software license and the accompanying third-party delivered software assurance are recognized as a single performance obligation. The value of the product is primarily the accompanying support delivered by a third party and therefore the Company is acting as an agent in these transactions and recognizes them on a net basis at the point the associated software license is delivered to the customer. For software licenses where the accompanying third-party delivered software assurance is not critical or essential to the core functionality, the software assurance is recognized as a separate performance obligation, with the associated revenue recognized on a net basis at the point the related software license is delivered to the customer. For additional information regarding the accounting for bundled arrangements, see "Revenue Recognition for Bundled Arrangements" below.

The Company sells cloud computing solutions which include Software as a Service ("SaaS"). SaaS solutions utilize third-party partners to offer the Company's customers access to software in the cloud that enhances office productivity, provides security or assists in collaboration. The Company recognizes revenue for cloud computing solutions for arrangements with one-time invoicing to the customer at the time of invoice on a net basis as the Company is acting as an agent in the transaction. For monthly subscription-based arrangements, the Company is acting as an agent in the transaction and recognizes revenue as it invoices the customer for its monthly usage on a net basis.

The Company's customers are offered the opportunity by certain of its vendors to purchase software licenses and software assurance under enterprise agreements ("EAs"). For most EA transactions, the Company's obligation to the customer is that of a distributor or sales agent of the services, where all obligations for providing the services to customers are passed to the Company's vendors. The Company's performance obligations are satisfied at the time of the sale. In other EA transactions, the Company is responsible for fulfilling the promised services to the customer and providing remedy or refund for work if the customer is not satisfied with the delivered services, has inventory risk in the arrangement and has full control to set the price for the customer. With most EAs, the Company's vendors will transfer the license and invoice the customer directly, paying resellers an agency fee or commission on these sales. The Company records these fees as a component of Net sales as earned and there is no corresponding Cost of sales amount.

Revenue Recognition for Services

The Company provides professional services, which include project managers and consultants recommending, designing and implementing IT solutions. Revenue from professional services is recognized either on a time and materials basis or proportionally as costs are incurred for fixed fee project work. Revenue is recognized on a gross basis each month as work is performed and the Company transfers those services.

Revenues from the sale of data center services, such as managed and remote managed services, server co-location, internet connectivity and data backup and storage provided by the Company, are recognized over the period the service is provided. Most hosting and managed service obligations are based on the quantity and pricing parameters established in the agreement. As the customer receives the benefit of the service each month, the Company recognizes the respective revenue on a gross basis as the Company is acting as a principal in the transaction. Additionally, the Company's managed services team provides project support to customers that are billed on a fixed fee basis. The Company is acting as the principal in the transaction and recognizes revenue on a gross basis based on the total number of hours incurred for the period over the total expected hours for the project. Total expected hours to complete the project is updated for each period and best represents the transfer of control of the service to the customer.

Revenue Recognition for Bundled Arrangements

The Company also sells some of its products and services as part of bundled contract arrangements containing multiple deliverables, which may include a combination of products and services. For each deliverable that represents a distinct performance obligation, total arrangement consideration is allocated based upon the standalone selling prices of each performance obligation.

Sales In-Transit

The Company performs an analysis of the estimated number of days of sales in-transit to customers at the end of each reporting period based on a weighted-average analysis of commercial delivery terms that include drop-shipment arrangements. This analysis is the basis upon which the Company estimates the amount of Net sales in-transit at the end of the period and adjusts revenue and the related costs to reflect only what has been delivered to the customer. Changes in delivery patterns may result in a different number of business days estimated to make this adjustment.

Freight Costs

The Company records freight billed to its customers as Net sales and the related freight costs as Cost of sales when the underlying product revenue is recognized. For freight not billed to its customers, the Company records the freight costs as Cost of sales. The Company's typical shipping terms result in shipping being performed before the customer obtains control of the product. The Company considers shipping to be a fulfillment activity and not a separate performance obligation.

Other

The nature of the Company's contracts give rise to variable consideration in the form of volume rebates and sales returns and allowances, which are estimated at contract inception. The Company estimates variable consideration at the most likely amount to which it is expected to be entitled. This estimated amount is included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. The estimates of variable consideration and determination of whether to include estimated amounts in the transaction price are based on an assessment of the Company's anticipated performance and all information that is reasonably available. At the time of sale, the Company records a liability for estimated sales returns and allowances and an associated right of return asset. The Company also records a provision for volume rebates based on the evaluation of contract terms and historical experience.

The Company excludes amounts collected on behalf of third-parties, such as sales taxes, when determining the transaction price.

When a contract results in revenue being recognized in excess of the amount the Company has the right to invoice to the customer, a contract asset is recorded on the Consolidated Balance Sheets. Contract assets are comprised primarily of professional services with fixed fee arrangements.

Contract liabilities consist of payments received from customers, or such consideration that is contractually due, in advance of providing the product or performing services. Contract liabilities are comprised primarily of professional services with fixed fee arrangements, bill-and-hold transactions where control has not passed to the customer and certain governmental contracts.

Trade accounts receivable are recorded at the point of sale (or in accordance with the Statement of Work for services) for the total amount payable by the customer to the Company for sale of goods. Taxes to be collected from the customer as part of the sale are included in Accounts receivable.

Any incremental direct costs of obtaining a contract, primarily sales commissions, are deferred on the Consolidated Balance Sheets and amortized over the period of contract performance.

The Company typically does not enter into long-term contracts. The Company has elected to use the practical expedient for its performance obligations table to include only those contracts that are longer than 12 months at the time of contract inception and those contracts that are non-cancelable. Additionally, for certain governmental contracts where there are annual renewals, the Company has excluded these contracts since there is only a one-year legal obligation. Typically, the only contracts that are longer than 12 months in duration are related to the Company's managed services business.

The Company requests payments for its products and services at the point of sale. The Company generally does not enter into any long-term financing arrangements or payment plans with customers or contracts with customers that have non-cash consideration.

Sales Taxes

Sales tax amounts collected from customers for remittance to governmental authorities are presented on a net basis in the Consolidated Statements of Operations.

Advertising

Advertising costs are generally charged to expense in the period incurred and are recorded in Selling and administrative expenses in the Consolidated Statements of Operations. Cooperative reimbursements from vendors are recorded in the period the related advertising expenditure is incurred. The Company classifies vendor consideration as a reduction to Cost of sales. During the years ended December 31, 2020, 2019 and 2018, the Company had advertising costs of $191 million, $193 million and $183 million, respectively.

Equity-Based Compensation

The Company measures all equity-based payments using a fair-value-based method and records compensation expense over the requisite service period using the straight-line method in its Consolidated Financial Statements. The expense calculation includes estimated forfeiture rates, which have been developed based upon historical experience.

Interest Expense

Interest expense is recognized in the period incurred at the applicable interest rate in effect.

Foreign Currency Translation

The Company's functional currency is the US dollar. The functional currency of the Company's international operating subsidiaries is generally the same as the corresponding local currency. Assets and liabilities of the international operating subsidiaries are translated at the spot rate in effect at the applicable reporting date. Revenues and expenses of the international operating subsidiaries are translated at the average exchange rates in effect during the applicable period. The resulting foreign currency translation adjustment is recorded as Accumulated other comprehensive loss, which is reflected as a separate component of Stockholders' equity.

Income Taxes

Deferred income taxes are provided to reflect the differences between the tax bases of assets and liabilities and their reported amounts in the Consolidated Financial Statements using enacted tax rates in effect for the year in which the differences are expected to reverse. The Company performs an evaluation of the realizability of deferred tax assets on a quarterly basis. This evaluation requires management to make use of estimates and assumptions and considers all positive and negative evidence and factors, such as the scheduled reversal of temporary differences, the mix of earnings in the jurisdictions in which the Company operates, and prudent and feasible tax planning strategies.

The Company accounts for unrecognized tax benefits based upon its assessment of whether a tax benefit is more likely than not to be sustained upon examination by tax authorities. The Company reports a liability for unrecognized tax benefits resulting from unrecognized tax benefits taken or expected to be taken in a tax return and recognizes interest and penalties, if any, related to its unrecognized tax benefits in income tax expense.

2. Recent Accounting Pronouncements

Accounting for Income Taxes

In December 2019, the Financial Accounting Standards Board ("FASB") issued ASU 2019-12, Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes ("Topic 740"). This ASU simplifies various areas related to the accounting for income taxes by removing certain exceptions to the general principles and by amending the existing guidance in order to improve consistency in application. This ASU is effective for the Company beginning in the first quarter of 2021 and allows for early adoption.

On January 1, 2021, the Company adopted the updated Topic 740 in accordance with the applicable transition methods. Among the various updates, the Company adopted the accounting for ownership changes when transitioning from equity method to consolidation on a modified retrospective basis, which resulted in a $19 million adjustment to retained earnings as of January 1, 2021 for the cumulative effect of derecognizing the deferred tax liability related to the UK acquisition. For additional information regarding the deferred tax liability previously recognized for the UK acquisition, see Note 11 (Income Taxes). The remaining components of the updated Topic 740 did not have an impact to the Company’s Consolidated Financial Statements.

Reference Rate Reform

In March 2020, the FASB issued ASU 2020-04, Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting. Topic 848 temporarily provides optional expedients and exceptions for applying existing guidance to contract modifications, hedging relationships and other transactions that are expected to be affected by reference rate reform. Topic 848 was effective upon issuance and will remain in effect for all contract modifications and hedging relationships entered into through December 31, 2022. The adoption of Topic 848, along with the related expedients, did not have an impact to the Company’s Consolidated Financial Statements.

Measurement of Credit Losses on Financial Instruments

On January 1, 2020, the Company adopted and applied Topic 326 using the modified retrospective approach. Topic 326 introduced a forward-looking approach based on expected losses to estimate credit losses on certain types of financial instruments, including trade receivables, which is reflected in the Company’s policies. The adoption of Topic

(dollars in millions, except per share data, unless otherwise noted)

326, as well as the adjustment to retained earnings for the cumulative effect, was not significant to the Company's Consolidated Financial Statements.

3. Acquisition

On February 1, 2019, the Company completed the acquisition of all issued and outstanding shares of Scalar Decisions Inc. ("Scalar"), a leading technology solutions provider in Canada, for a total final purchase price of $88 million, of which $13 million is deferred to satisfy potential indemnity obligations and is expected to be paid in the first quarter of 2021. The purchase price allocation is final.

4. Allowance for Credit Losses

The changes in the allowance for credit losses related to accounts receivable were as follows:

	Year Ended December 31, 2020
Balance as of December 31, 2019	$ 7.9
Provision for credit losses	30.9
Write-offs charged against the allowance for credit losses	(10.8)
Other	1.6
Balance as of December 31, 2020	$ 29.6

During the year ended December 31, 2020, the Company recognized a provision for credit losses of $31 million to reflect the forecasted credit deterioration primarily due to the COVID-19 pandemic, which considered geographic-specific factors, customer makeup and the overall size of the Company's pools, as well as the impacts experienced to date and the impacts from the last significant economic downturn in 2008-2009. Due to the higher inherent risk in the pools associated with the Company's Corporate and Small Business segments, the overall size of certain pools within the Public segment, and the increased risk with customers based from the UK pool, the majority of the allowance relates to these pools. As the overall impact and duration of the COVID-19 pandemic remains uncertain, the Company's estimates and assumptions may evolve as conditions change.

5. Property and Equipment

Property and equipment consists of the following:

		December 31,	
	Useful Lives (Years)	2020	2019
Building and leasehold improvements	5 - 25	$ 126.8	$ 134.2
Computer and data processing equipment	3 - 5	126.5	132.0
Construction in progress	-*	50.8	23.3
Machinery and equipment	5 - 10	43.3	45.4
Land	-*	27.7	27.7
Computer software	3 - 5	22.9	25.1
Furniture and fixtures	5 - 10	21.2	20.5
Revenue generating assets	Up to 1	—	212.0
Property and equipment, gross		419.2	620.2
Less: accumulated depreciation		(243.7)	(257.1)
Property and equipment, net		$ 175.5	$ 363.1

*Asset is not depreciated.

During 2019, the Company recorded additions of $212 million to revenue generating assets related to the delivery of a mobility solution, which was delivered throughout 2020.

During 2020, 2019 and 2018, the Company recorded disposals of $54 million, $3 million and $25 million, respectively, to remove Property and equipment that were no longer in use.

(dollars in millions, except per share data, unless otherwise noted)

Depreciation expense for the years ended December 31, 2020, 2019, and 2018 was $213 million, $41 million and $42 million, respectively. During 2020, the increased depreciation expense was primarily due to the delivery of a mobility solution.

6. Goodwill and Other Intangible Assets

Goodwill

The changes in goodwill by reportable segment are as follows:

	Corporate	Small Business	Public	Other(1)	Consolidated
Balances as of December 31, 2018(2)	$ 1,074.1	$ 185.9	$ 929.6	$ 273.2	$ 2,462.8
Scalar acquisition(3)	—	—	—	62.0	62.0
Aptris, Inc. acquisition(4)	16.5	—	—	—	16.5
Foreign currency translation	—	—	—	11.7	11.7
Balances as of December 31, 2019(2)	1,090.6	185.9	929.6	346.9	2,553.0
IGNW, Inc. acquisition(5)	33.0	—	—	—	33.0
Foreign currency translation	—	—	—	9.9	9.9
Balances as of December 31, 2020(2)	$ 1,123.6	$ 185.9	$ 929.6	$ 356.8	$ 2,595.9

(1) Other is comprised of CDW UK and CDW Canada reporting units.

(2) Goodwill is net of accumulated impairment losses of $1,571 million, $354 million and $28 million related to the Corporate, Public and Other segments, respectively.

(3) For additional information regarding the addition to goodwill resulting from the Company's acquisition, see Note 3 (Acquisition).

(4) The Company acquired Aptris, Inc. on October 1, 2019.

(5) The Company acquired IGNW, Inc. on July 1, 2020.

December 1, 2020 and 2019 Impairment Analysis

The Company completed its annual impairment analysis as of December 1, 2020 and 2019. For all reporting units, the Company performed a quantitative analysis. Based on the results of the quantitative analysis the Company determined that the fair values of Corporate, Small Business, Public, CDW UK, and CDW Canada reporting units substantially exceeded their carrying values and no impairment existed.

(dollars in millions, except per share data, unless otherwise noted)

Other Intangible Assets

A summary of intangible assets is as follows:

December 31, 2020	Useful Lives (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Customer relationships and contracts	3 - 14	$ 2,131.5	$ (1,927.9)	$ 203.6
Trade name	generally 20	422.8	(280.1)	142.7
Internally developed software	3 - 5	280.6	(186.0)	94.6
Other	1 - 10	9.6	(5.4)	4.2
Total		$ 2,844.5	$ (2,399.4)	$ 445.1
December 31, 2019				
Customer relationships and contracts	3 - 14	$ 2,111.2	$ (1,786.4)	$ 324.8
Trade name	generally 20	422.8	(259.0)	163.8
Internally developed software	3 - 5	263.5	(160.0)	103.5
Other	1 - 10	5.5	(3.5)	2.0
Total		$ 2,803.0	$ (2,208.9)	$ 594.1

During the years ended December 31, 2020, 2019 and 2018, the Company recorded disposals of $25 million, $11 million and $26 million, respectively, to remove fully amortized intangible assets that were no longer in use.

During the years ended December 31, 2020, 2019 and 2018, the Company recorded amortization expense related to intangible assets of $212 million, $219 million and $223 million, respectively.

Estimated future amortization expense related to intangible assets is as follows:

Years ending December 31,	Estimated Future Amortization Expense
2021	$ 126.4
2022	77.1
2023	57.5
2024	43.0
2025	42.9
Thereafter	98.2
Total future amortization expense	$ 445.1

(dollars in millions, except per share data, unless otherwise noted)

7. Inventory Financing Agreements

The Company has entered into agreements with certain financial intermediaries to facilitate the purchase of inventory from various suppliers under certain terms and conditions, as described below. These amounts are classified separately as Accounts payable-inventory financing on the Consolidated Balance Sheets. The Company does not incur any interest expense associated with these agreements as balances are paid when they are due.

Amounts included in accounts payable-inventory financing are as follows:

	December 31,	
	2020	2019
Revolving Loan inventory financing agreement[1]	$ 470.1	$ 379.1
Other inventory financing agreements	54.5	50.8
Accounts payable-inventory financing	$ 524.6	$ 429.9

(1) The senior secured asset-based revolving credit facility includes an inventory floorplan sub-facility that enables the Company to maintain an inventory financing agreement with a financial intermediary to facilitate the purchase of inventory from certain vendors on more favorable terms than offered directly by the vendors.

8. Contract Liabilities and Remaining Performance Obligations

The Company's contract liabilities consist of payments received from customers, or such consideration that is contractually due, in advance of providing the product or performing services. The Company's contract liabilities are reported in a net position on a contract-by-contract basis at the end of each reporting period. As of December 31, 2020 and December 31, 2019, the contract liability balance was $244 million and $252 million, respectively. For the years ended December 31, 2020, 2019 and 2018, the Company recognized revenue of $203 million, $136 million, and $123 million, respectively, related to its contract liabilities.

A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For additional information regarding the Company's performance obligations, see Note 1 (Description of Business and Summary of Significant Accounting Policies). The following table represents the total transaction price for the remaining performance obligations as of December 31, 2020 related to non-cancelable contracts longer than 12 months in duration that is expected to be recognized over future periods.

	Within 1 Year	Years 1-2	Years 2-3	Thereafter
Remaining performance obligations	$ 38.2	$ 24.9	$ 8.5	$ 0.3

9. Financial Instruments

The Company's indebtedness creates interest rate risk on its variable-rate debt. The Company uses derivative financial instruments to manage its exposure to interest rate risk. The Company does not hold or issue derivative financial instruments for trading or speculative purposes.

The Company has interest rate cap agreements that entitle it to payments from the counterparty of the amount, if any, by which three-month London Interbank Offered Rate ("LIBOR") exceeds the strike rates of the caps during the agreement period in exchange for an upfront premium. During 2020, the Company did not enter into new interest rate cap agreements.

As of December 31, 2020 and December 31, 2019, the Company had interest rate cap agreements with a fair value of less than $1 million which were classified within Other assets on the Consolidated Balance Sheets. The total notional value of the interest rate cap agreements was $1.4 billion and $2.8 billion as of December 31, 2020 and December 31, 2019, respectively, of which $1.4 billion matured at December 31, 2020 and $1.4 billion will mature at December 31, 2022.

The fair value of the Company's interest rate cap agreements is classified as Level 2 in the fair value hierarchy. The valuation of the interest rate cap agreements is derived by using a discounted cash flow analysis on the expected cash receipts that would occur if variable interest rates rise above the strike rates of the caps. This analysis reflects the contractual terms of the interest rate cap agreements, including the period to maturity, and uses observable market-based inputs, including LIBOR curves and implied volatilities. The Company also incorporates insignificant credit valuation adjustments to appropriately reflect the respective counterparty's nonperformance risk in the fair value measurements. The counterparty credit spreads are based on publicly available credit information obtained from a third-party credit data provider. For additional information, see Note 10 (Long-Term Debt).

(dollars in millions, except per share data, unless otherwise noted)

The interest rate cap agreements are designated as cash flow hedges. The changes in the fair value of derivatives that qualify as cash flow hedges are recorded in Accumulated other comprehensive loss ("AOCL") and are subsequently reclassified into Interest expense in the period when the hedged forecasted transaction affects earnings. The following tables provide the activity in AOCL, net of tax, for the years ended December 31, 2020, 2019 and 2018.

	Year Ended December 31,		
	2020	2019	2018
Change in fair value recorded to AOCL	$ (0.6)	$ (11.3)	$ (5.9)
Reclassification from AOCL to Interest expense, net	$ 6.0	$ 1.7	$ 3.9

The Company expects to reclassify $3 million from Accumulated other comprehensive loss into Interest expense, net during the next 12 months.

10. Long-Term Debt

		As of December 31, 2020		As of December 31, 2019	
	Maturity Date	Interest Rate	Amount	Interest Rate	Amount
Credit Facilities					
CDW UK revolving credit facility[(1)]	July 2021	— %	$ —	— %	$ —
Senior secured asset-based revolving credit facility	March 2022	— %	—	5.000 %	51.0
Total credit facilities			—		51.0
Term Loans					
CDW UK term loan[(1)]	August 2021	1.445 %	56.0	2.190 %	61.0
Senior secured term loan facility	October 2026	1.900 %	1,423.4	3.550 %	1,438.3
Total term loans			1,479.4		1,499.3
Unsecured Senior Notes					
Senior notes due 2024	December 2024	5.500 %	575.0	5.500 %	575.0
Senior notes due 2025	May 2025	4.125 %	600.0	— %	—
Senior notes due 2025	September 2025	— %	—	5.000 %	600.0
Senior notes due 2028	April 2028	4.250 %	600.0	4.250 %	600.0
Senior notes due 2029	February 2029	3.250 %	700.0	— %	—
Total unsecured senior notes			2,475.0		1,775.0
Other long-term obligations			—		12.6
Unamortized deferred financing fees			(27.2)		(20.6)
Current maturities of long-term debt			(70.9)		(34.1)
Total long-term debt			$ 3,856.3		$ 3,283.2

(1) British pound-denominated debt facilities.

As of December 31, 2020, the Company is in compliance with the covenants under the various credit agreements and indentures.

Credit Facilities

The Company has a variable rate CDW UK revolving credit facility that is denominated in British pounds. As of December 31, 2020, the Company could have borrowed up to an additional £50 million ($68 million) under the CDW UK revolving credit facility.

The Company also has a variable rate senior secured asset-based revolving credit facility (the "Revolving Loan") that is denominated in US dollars. The Revolving Loan is used by the Company for borrowings, issuances of letters of credit and floorplan financing. As of December 31, 2020, the Revolving Loan has less than $1 million of undrawn letters of credit, $459 million reserved for the floorplan sub-facility and a borrowing base of $2.2 billion, which is based on the amount of eligible inventory and accounts receivable balances as of November 30, 2020. As of December 31, 2020, the Company could have borrowed up to an additional $1.0 billion under the Revolving Loan.

The Revolving Loan is collateralized by a first priority interest in inventory (excluding inventory to the extent collateralized under the inventory financing arrangements as described in Note 7 (Inventory Financing Agreements)), deposits, and accounts receivable, and by a second priority interest in substantially all other US assets.

Term Loans

The CDW UK term loan has a variable interest rate with the remaining principal amount due at the maturity date. The CDW UK term loan agreement imposes restrictions on CDW UK's ability to transfer funds to the Company through the payment of dividends, repayment of intercompany loans, advances or subordinated debt that require, among other things, the maintenance of a minimum net leverage ratio. As of December 31, 2020, the amount of restricted payment capacity under the CDW UK term loan was £159 million ($218 million).

The senior secured term loan facility (the "Term Loan") has a variable interest rate, which has effectively been capped through the use of interest rate caps (see Note 9 (Financial Instruments)). The interest rate disclosed in the table above represents the variable interest rates in effect for December 31, 2020 and 2019, respectively. The Company is required to pay quarterly principal installments of $4 million with the remaining principal amount due at the maturity date. As of December 31, 2020, the amount of CDW's restricted payment capacity under the Term Loan was $2.2 billion.

The Term Loan is collateralized by a second priority interest in substantially all inventory (excluding inventory to the extent collateralized under the inventory financing arrangements as described in Note 7 (Inventory Financing Agreements)), deposits and accounts receivable, and by a first priority interest in substantially all other US assets.

Unsecured Senior Notes

The senior notes have a fixed interest rate, which is paid semi-annually.

Debt Issuance and Extinguishments

On April 21, 2020, the Company completed the issuance of $600 million aggregate principal amount of 4.125% Senior Notes due 2025 at par ("2025 Senior Notes"). The 2025 Senior Notes will mature on May 1, 2025 and bear interest of 4.125% per annum, payable semi-annually on May 1 and November 1 of each year, which had payments commence November 1, 2020.

On August 13, 2020, the Company completed the issuance of $700 million aggregate principal amount of 3.25% Senior Notes due 2029 at par ("2029 Senior Notes"). The 2029 Senior Notes will mature on February 15, 2029 and bear interest of 3.25% per annum, payable semi-annually on February 15 and August 15 of each year, which had payments commence February 15, 2021. The net proceeds from the issuance were primarily used to redeem all of the remaining $600 million aggregate principal amount of the 5.000% Senior Notes due September 2025 at a redemption price of 103.75% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, to pay fees and expenses related to the issuance and redemption, and for general corporate purposes.

On September 26, 2019, the Company completed the issuance of $600 million aggregate principal amount of 4.25% Senior Notes due 2028 ("2028 Senior Notes") at par. The 2028 Senior Notes will mature on April 1, 2028 and bear interest at a rate of 4.25% per annum, payable semi-annually on April 1 and October 1 of each year, which had payments commence on April 1, 2020. The net proceeds from the issuance of the 2028 Senior Notes were primarily used to redeem all of the remaining $525 million aggregate principal amount of the 5.00% Senior Notes due 2023 at a redemption price of 102.5% of the principal amount redeemed, plus accrued and unpaid interest to the date of redemption, and to pay fees and expenses related to the issuance and redemption. The redemption date was October 12, 2019. On the same date, the indenture governing the Senior Notes due 2023 was satisfied and discharged.

(dollars in millions, except per share data, unless otherwise noted)

Total Debt Maturities

A summary of total debt maturities is as follows:

Years ending December 31,	Debt Maturities
2021	$ 70.9
2022	15.0
2023	14.9
2024	589.9
2025	614.9
Thereafter	2,648.8
Total debt maturities	$ 3,954.4

Fair Value

The fair values of the Senior Notes were estimated using quoted market prices for identical liabilities that are traded in over-the-counter secondary markets that are not considered active. The fair value of the Term Loan was estimated using dealer quotes for identical liabilities in markets that are not considered active. The Senior Notes, Term Loan and CDW UK term loan are classified as Level 2 within the fair value hierarchy. The carrying value of the Revolving Loan and CDW UK revolving credit facility approximate fair value if there are outstanding borrowings. The approximate fair values and related carrying values of the Company's long-term debt, including current maturities and excluding unamortized discount and unamortized deferred financing costs, are as follows:

	December 31,	
	2020	2019
Fair value	$ 4,077.9	$ 3,447.5
Carrying value	3,954.4	3,337.9

11. Income Taxes

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was enacted into law. The primary impact to the Company's financial statements as a result of the CARES Act was the deferral of US corporate income tax payments from the second quarter of 2020 to July 2020, as well as the deferral of employer related payroll tax payments from the second, third and fourth quarters of 2020 with 50% to be paid in the fourth quarter of 2021 and the remaining 50% to be paid in the fourth quarter of 2022.

Income before income taxes was taxed under the following jurisdictions:

	Year Ended December 31,		
	2020	2019	2018
Domestic	$ 934.3	$ 854.1	$ 762.3
Foreign	68.0	95.6	78.2
Total	$ 1,002.3	$ 949.7	$ 840.5

(dollars in millions, except per share data, unless otherwise noted)

Components of Income tax expense (benefit) consist of the following:

	Year Ended December 31,		
	2020	2019	2018
Current:			
Federal	$ 166.5	$ 224.7	$ 192.6
State	49.2	56.1	43.3
Foreign	18.3	20.0	17.7
Total current	234.0	300.8	253.6
Deferred:			
Domestic	(18.8)	(83.0)	(52.7)
Foreign	(1.4)	(4.9)	(3.4)
Total deferred	(20.2)	(87.9)	(56.1)
Income tax expense	$ 213.8	$ 212.9	$ 197.5

The reconciliation between the statutory tax rate expressed as a percentage of income before income taxes and the effective tax rate was as follows:

	Year Ended December 31,					
	2020		2019		2018	
Statutory federal income tax rate	$ 210.5	21.0 %	$ 199.4	21.0 %	$ 176.5	21.0 %
State taxes, net of federal effect	36.0	3.6	35.4	3.7	31.1	3.7
Excess tax benefit of equity awards	(28.8)	(2.9)	(26.8)	(2.8)	(19.7)	(2.3)
Effect of rates different than statutory	(0.8)	(0.1)	0.8	0.1	0.6	0.1
Tax on foreign earnings	1.0	0.1	2.1	0.2	2.8	0.3
Effect of tax law changes	(6.8)	(0.7)	—	—	(1.9)	(0.2)
Other	2.7	0.3	2.0	0.2	8.1	0.9
Effective tax rate	$ 213.8	21.3 %	$ 212.9	22.4 %	$ 197.5	23.5 %

(dollars in millions, except per share data, unless otherwise noted)

The tax effect of temporary differences that give rise to net deferred income tax liabilities is presented below. Reclassifications have been made to conform to current year presentation.

	December 31, 2020	December 31, 2019
Deferred tax assets:		
Contract liabilities	$ 13.2	$ 46.3
Equity compensation plans	20.1	21.1
Net operating loss and credit carryforwards, net	22.9	20.1
Payroll and benefits	21.8	9.6
Operating lease liabilities	47.5	41.0
Accounts receivable	26.0	15.6
Other	15.9	14.1
Total deferred tax assets	167.4	167.8
Deferred tax liabilities:		
Acquisition-related intangibles	76.5	112.2
Property and equipment	39.9	27.0
International investments	19.2	19.2
Operating lease right-of-use assets	32.5	33.7
Other	23.3	17.5
Total deferred tax liabilities	191.4	209.6
Deferred tax asset valuation allowance	16.9	16.8
Net deferred tax liabilities	$ 40.9	$ 58.6

The Company has international income tax net operating losses of $6 million that do not expire and state and international tax credit carryforwards of $23 million, which expire at various dates from 2024 through 2027.

Due to the nature of the CDW UK acquisition, the Company has provided US income taxes of $19 million on the excess of the financial reporting value of the investment over the corresponding tax basis. The Company is indefinitely reinvested in its UK business, and therefore will not provide for any US deferred taxes on the earnings of the UK business. The Company is not permanently reinvested in its Canadian business and therefore has recognized deferred tax liabilities of $1 million as of December 31, 2020 related to Canada withholding taxes on earnings of its Canadian business.

In the ordinary course of business, the Company is subject to review by domestic and foreign taxing authorities, including the Internal Revenue Service ("IRS"). In general, the Company is no longer subject to audit by the IRS or state, local, or foreign taxing authorities for tax years through 2014. Various taxing authorities are in the process of auditing income tax returns of the Company and its subsidiaries. The Company does not anticipate that any adjustments from the audits would have a material impact on its Consolidated Financial Statements.

Changes in the Company's unrecognized tax benefits as of December 31, 2020, 2019 and 2018 were as follows:

	Year Ended December 31, 2020	2019	2018
Balance as of January 1	$ 17.7	$ 15.1	$ —
Additions for tax positions related to current year	0.1	2.6	15.1
Additions for tax positions related to prior year	0.5	—	—
Balance as of December 31	$ 18.3	$ 17.7	$ 15.1

As of December 31, 2020, the Company had $18 million of unrecognized tax benefits that, if recognized, would have decreased income taxes and the corresponding effective income tax rate and increased net income. The impact of recognizing these tax benefits, net of the federal income tax benefit related to unrecognized state income tax benefits, would be approximately $15 million.

(dollars in millions, except per share data, unless otherwise noted)

12. Leases

The Company has operating leases primarily for real estate, data centers and equipment. Lease terms range from 1 year to 16 years.

Supplemental Consolidated Balance Sheets information related to the Company's operating leases is as follows:

		December 31,	
Classification on the Consolidated Balance Sheets		2020	2019
Assets			
	Operating lease right-of-use assets	$ 130.8	$ 131.8
Liabilities			
Current	Accrued expenses and other current liabilities - Other	$ 25.6	$ 30.1
Long-term	Long-term operating lease liabilities	169.0	131.1
Total lease liabilities		$ 194.6	$ 161.2

	December 31,	
Lease term and discount rate	2020	2019
Weighted average remaining lease term (years)	10.3	9.7
Weighted average discount rate	3.98 %	4.78 %

Operating lease expense for the years ended December 31, 2020 and 2019 was $53 million and $93 million, respectively. Prior to the adoption of Topic 842, operating lease expense for the year ended December 31, 2018 was $30 million.

Maturities of operating lease liabilities are as follows:

	December 31, 2020
2021	$ 32.8
2022	26.7
2023	22.5
2024	19.5
2025	18.3
Thereafter	123.4
Total lease payments	$ 243.2
Less: Interest	(48.6)
Present value of lease liabilities	$ 194.6

Supplemental cash flow information related to operating leases is as follows:

	Year Ended December 31,	
	2020	2019
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from operating leases	$ 35.8	$ 88.0
Right-of-use assets obtained in exchange for lease obligations		
Operating leases	$ 26.7	$ 110.2

(dollars in millions, except per share data, unless otherwise noted)

13. Stockholders' Equity

Share Repurchase Program

The Company has a share repurchase program under which it may repurchase shares of its common stock in the open market or through privately negotiated other transactions, depending on share price, market conditions and other factors. The share repurchase program does not obligate the Company to repurchase any dollar amount or number of shares, and repurchases may be commenced or suspended from time to time without prior notice.

During 2020, the Company repurchased 2.6 million shares of its common stock for $341 million. These repurchases occurred under the program announced on February 7, 2019, by which the Board of Directors authorized an increase to the Company's share repurchase program by $1.0 billion. As of December 31, 2020, the Company has $338 million remaining under this program.

14. Equity-Based Compensation

Equity-based compensation expense, which is recorded in Selling and administrative expenses in the Consolidated Statements of Operations was as follows:

	Year Ended December 31,		
	2020	2019	2018
Equity-based compensation expense	$ 42.5	$ 48.5	$ 40.7
Income tax benefit(1)	(7.7)	(9.8)	(9.9)
Equity-based compensation expense, net of tax	$ 34.8	$ 38.7	$ 30.8

(1) Represents equity-based compensation tax expense at the statutory tax rates. Excess tax benefits associated with equity awards are excluded from this disclosure and separately disclosed in Note 11 (Income Taxes).

The total unrecognized compensation cost related to non-vested awards was $43 million as of December 31, 2020 and is expected to be recognized over a weighted-average period of 2.0 years.

2013 Long-Term Incentive Plan

The 2013 Long-Term Incentive Plan ("2013 LTIP") provides for the grant of incentive stock options, nonqualified stock options, stock appreciation rights, restricted stock, restricted stock units, bonus stock and performance awards. The maximum aggregate number of shares that may be issued under the 2013 LTIP is 15.5 million shares of the Company's common stock, in addition to the 3.8 million shares of restricted stock granted in exchange for unvested Class B Common Units in connection with the Company's Initial Public Offering ("IPO"). As of December 31, 2020, 2.6 million shares were available for issuance under the 2013 LTIP, which was approved by the Company's pre-IPO shareholders. Authorized but unissued shares are reserved for issuance in connection with equity-based awards.

Stock Options

The exercise price of a stock option granted is equal to the fair value of the underlying stock on the date of the grant. Stock options have a contractual term of ten years and generally vest ratably over three years. To estimate the fair value of options granted, the Company uses the Black-Scholes option pricing model. The weighted-average assumptions used to value the stock options granted were as follows:

	Year Ended December 31,		
	2020	2019	2018
Grant date fair value	$ 20.46	$ 19.26	$ 14.80
Volatility (1)	25.50 %	20.00 %	20.00 %
Risk-free rate (2)	0.51 %	2.53 %	2.75 %
Expected dividend yield	1.52 %	1.23 %	1.14 %
Expected term (in years) (3)	6.0	6.0	6.0

(1) Based upon an assessment of the two-year and five-year historical and implied volatility for the Company's selected peer group, adjusted for the Company's leverage.

(dollars in millions, except per share data, unless otherwise noted)

(2) Based on a composite US Treasury rate.

(3) Calculated using the simplified method, which defines the expected term as the average of the option's contractual term and the option's weighted-average vesting period. The Company utilizes this method as it has limited historical stock option data that is sufficient to derive a reasonable estimate of the expected stock option term.

Stock option activity for the year ended December 31, 2020 was as follows:

Options	Number of Options	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (years)	Aggregate Intrinsic Value
Outstanding at January 1, 2020	4,138,242	$ 59.39		
Granted	991,431	100.80		
Forfeited/Expired	(44,409)	92.54		
Exercised[1]	(1,119,812)	44.05		
Outstanding at December 31, 2020	3,965,452	$ 73.71	6.48	$ 230.3
Vested and exercisable at December 31, 2020	2,192,951	$ 56.63	4.98	$ 164.8
Expected to vest after December 31, 2020	1,745,547	$ 94.70	8.32	$ 64.7

(1) The total intrinsic value of stock options exercised during the years ended December 31, 2020, 2019 and 2018 was $94 million, $83 million and $47 million, respectively.

Restricted Stock Units ("RSUs")

Restricted stock units represent the right to receive unrestricted shares of the Company's stock at the time of vesting. RSUs generally cliff-vest at the end of three years. The fair value of RSUs is equal to the closing price of the Company's common stock on date of grant.

RSU activity for the year ended December 31, 2020 was as follows:

	Number of Units	Weighted-Average Grant-Date Fair Value
Non-vested at January 1, 2020	209,378	$ 75.56
Granted [1]	66,685	112.55
Vested [2]	(172,691)	68.78
Forfeited	(10,936)	86.16
Non-vested at December 31, 2020	92,436	$ 107.88

(1) The weighted-average grant date fair value of RSUs granted during the years ended December 31, 2020, 2019 and 2018 was $112.55, $103.24 and $73.95, respectively.

(2) The aggregate fair value of RSUs that vested during the years ended December 31, 2020, 2019 and 2018 was $12 million, $4 million and $2 million, respectively.

Performance Share Units ("PSUs")

Performance share units represent the right to receive unrestricted shares of the Company's stock at the time of vesting. PSUs are granted under the 2013 LTIP which cliff-vest at the end of three years. The percentage of PSUs that shall vest will range from 0% to 200% of the number of PSUs granted based on the Company's performance against a cumulative adjusted free cash flow measure and cumulative non-GAAP net income per diluted share measure over a three-year performance period.

(dollars in millions, except per share data, unless otherwise noted)

PSU activity for the year ended December 31, 2020 was as follows:

	Number of Units	Weighted-Average Grant-Date Fair Value
Non-vested at January 1, 2020	381,905	$ 87.78
Granted [(1)]	253,307	102.96
Attainment Adjustment [(2)]	166,574	59.00
Vested [(3)]	(353,245)	68.07
Forfeited	(27,377)	88.98
Non-vested at December 31, 2020	421,164	$ 102.07

(1) The weighted-average grant date fair value of PSUs granted during the years ended December 31, 2020, 2019 and 2018 was $102.96, $101.33 and $73.74, respectively.

(2) During the year ended December 31, 2020, the attainment on PSUs vested at December 31, 2019 was adjusted to reflect actual performance.

(3) The aggregate fair value of PSUs that vested during the years ended December 31, 2020, 2019 and 2018 was $24 million, $18 million and $13 million, respectively.

Equity Awards Granted by Seller of CDW UK

As part of the Company's acquisition of CDW UK in 2015, stock options were granted by one of the sellers of CDW UK to certain CDW UK coworkers. In 2020, there were no outstanding option awards granted by this seller. In 2019 and 2018, 110,978 and 456,613 stock options, respectively, vested and were exercised. The activity was reported as a financing activity in the Consolidated Statement of Cash Flows and as increases to Accumulated Deficit in the Consolidated Statement of Stockholders' Equity for the years ended December 31, 2019 and 2018.

15. Earnings Per Share

The numerator for both basic and diluted earnings per share is Net income. The denominator for basic earnings per share is the weighted-average shares outstanding during the period.

A reconciliation of basic weighted-average shares outstanding to diluted weighted-average shares outstanding is as follows:

	Year Ended December 31,		
	2020	2019	2018
Basic weighted-average shares outstanding	142.6	145.1	150.9
Effect of dilutive securities [(1)]	2.2	2.7	2.7
Diluted weighted-average shares outstanding [(2)]	144.8	147.8	153.6

(1) The dilutive effect of outstanding stock options, restricted stock units, performance share units and Coworker Stock Purchase Plan units is reflected in the diluted weighted-average shares outstanding using the treasury stock method.

(2) There were fewer than 0.1 million potential common shares excluded from diluted weighted-average shares outstanding for the years ended December 31, 2020, 2019 and 2018, respectively, as their inclusion would have had an anti-dilutive effect.

16. Coworker Retirement and Other Compensation Benefits

Profit Sharing Plan and Other Savings Plans

The Company has a profit-sharing plan that includes a salary reduction feature established under the Internal Revenue Code Section 401(k) covering substantially all coworkers in the US. In addition, coworkers outside the US participate in other savings plans. Company contributions to the profit sharing and other savings plans are made in cash and determined at the discretion of the Board of Directors. For the years ended December 31, 2020, 2019 and 2018, the amounts expensed for these plans were $28 million, $38 million and $34 million, respectively.

Coworker Stock Purchase Plan

The Company has a Coworker Stock Purchase Plan ("CSPP") that provides the opportunity for eligible coworkers to acquire shares of the Company's common stock at a 5% discount from the closing market price on the final day of the offering period. There is no compensation expense associated with the CSPP.

17. Commitments and Contingencies

The Company is party to various legal proceedings that arise in the ordinary course of its business, which include commercial, intellectual property, employment, tort and other litigation matters. The Company is also subject to audit by federal, state, international, national, provincial and local authorities, and by various partners, group purchasing organizations and customers, including government agencies, relating to purchases and sales under various contracts. In addition, the Company is subject to indemnification claims under various contracts. From time to time, certain customers of the Company file voluntary petitions for reorganization or liquidation under the US bankruptcy laws or similar laws of the jurisdictions for the Company's business activities outside of the US. In such cases, certain pre-petition payments received by the Company could be considered preference items and subject to return to the bankruptcy administrator.

As of December 31, 2020, the Company does not believe that there is a reasonable possibility that any material loss exceeding the amounts already recognized for these proceedings and matters, if any, has been incurred. However, the ultimate resolutions of these proceedings and matters are inherently unpredictable. As such, the Company's consolidated financial statements could be adversely affected in any particular period by the unfavorable resolution of one or more of these proceedings or matters.

18. Segment Information

The Company's segment information reflects the way the Chief Operating Decision Maker uses internal reporting to evaluate business performance, allocate resources and manage operations.

The Company has three reportable segments: Corporate, which is comprised primarily of private sector business customers with more than 250 employees in the US, Small Business, primarily servicing private sector business customers with up to 250 employees in the US, and Public, which is comprised of government agencies and education and healthcare institutions in the US. The Company has two other operating segments: CDW UK and CDW Canada, both of which do not meet the reportable segment quantitative thresholds and, accordingly, are included in an all other category ("Other").

The Company has centralized logistics and headquarters functions that provide services to the segments. The logistics function includes purchasing, distribution and fulfillment services to support the Corporate, Small Business and Public segments. As a result, costs and intercompany charges associated with the logistics function are fully allocated to all of these segments based on a percent of Net sales. The centralized headquarters function provides services in areas such as accounting, information technology, marketing, legal and coworker services. Headquarters function costs that are not allocated to the segments are included under the heading of "Headquarters" in the tables below.

The Company allocates resources to and evaluates performance of its segments based on Net sales, Operating income and Non-GAAP Operating income. However, the Company has concluded that Operating income is the more useful measure in terms of discussion of operating results, as it is a US GAAP measure.

Segment information for Total assets and capital expenditures is not presented, as such information is not used in measuring segment performance or allocating resources between segments.

(dollars in millions, except per share data, unless otherwise noted)

Selected Segment Financial Information

Information about the Company's segments for the years ended December 31, 2020, 2019 and 2018 is as follows:

	Corporate	Small Business	Public	Other	Headquarters	Total
2020:						
Net sales	$ 6,846.0	$ 1,397.1	$ 8,137.7	$ 2,086.7	$ —	$ 18,467.5
Operating income (loss)	489.5	99.0	678.2	65.9	(153.4)	1,179.2
Depreciation and amortization expense	(73.2)	(18.3)	(229.7)	(32.5)	(71.9)	(425.6)
2019:						
Net sales	$ 7,499.0	$ 1,510.3	$ 6,864.8	$ 2,158.3	$ —	$ 18,032.4
Operating income (loss)	585.1	107.5	475.0	101.6	(135.6)	1,133.6
Depreciation and amortization expense	(86.9)	(22.5)	(56.3)	(31.2)	(70.2)	(267.1)
2018:						
Net sales	$ 6,842.5	$ 1,359.6	$ 6,154.7	$ 1,883.7	$ —	$ 16,240.5
Operating income (loss)	530.4	94.4	405.0	82.2	(124.7)	987.3
Depreciation and amortization expense	(88.2)	(22.1)	(51.2)	(31.8)	(72.3)	(265.6)

CDW CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollars in millions, except per share data, unless otherwise noted)

Geographic Areas and Revenue Mix

	Year Ended December 31, 2020				
	Corporate	Small Business	Public	Other	Total
Geography[1]					
United States	$ 6,823.6	$ 1,397.1	$ 8,137.7	$ 20.8	$ 16,379.2
Rest of World	22.4	—	—	2,065.9	2,088.3
Total Net sales	6,846.0	1,397.1	8,137.7	2,086.7	18,467.5
Major Product and Services					
Hardware	5,289.2	1,156.1	6,844.0	1,544.1	14,833.4
Software	1,088.3	189.3	982.8	320.6	2,581.0
Services	400.8	31.5	269.8	211.8	913.9
Other[2]	67.7	20.2	41.1	10.2	139.2
Total Net sales	6,846.0	1,397.1	8,137.7	2,086.7	18,467.5
Sales by Channel					
Corporate	6,846.0	—	—	—	6,846.0
Small Business	—	1,397.1	—	—	1,397.1
Government	—	—	2,978.5	—	2,978.5
Education	—	—	3,458.1	—	3,458.1
Healthcare	—	—	1,701.1	—	1,701.1
Other	—	—	—	2,086.7	2,086.7
Total Net sales	6,846.0	1,397.1	8,137.7	2,086.7	18,467.5
Timing of Revenue Recognition					
Transferred at a point in time where CDW is principal	6,140.7	1,301.3	7,477.4	1,835.5	16,754.9
Transferred at a point in time where CDW is agent	457.4	84.5	292.5	61.6	896.0
Transferred over time where CDW is principal	247.9	11.3	367.8	189.6	816.6
Total Net sales	$ 6,846.0	$ 1,397.1	$ 8,137.7	$ 2,086.7	$ 18,467.5

(1) Net sales by geography is generally based on the ship-to address with the exception of certain services that may be performed at, or on behalf of, multiple locations. Such service arrangements are categorized based on the bill-to address.

(2) Includes items such as delivery charges to customers.

CDW CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollars in millions, except per share data, unless otherwise noted)

	Year Ended December 31, 2019				
	Corporate	Small Business	Public	Other	Total
Geography[1]					
United States	$ 7,485.7	$ 1,510.3	$ 6,864.8	$ 32.5	$ 15,893.3
Rest of World	13.3	—	—	2,125.8	2,139.1
Total Net sales	7,499.0	1,510.3	6,864.8	2,158.3	18,032.4
Major Product and Services[2]					
Hardware	5,963.7	1,264.7	5,624.9	1,628.9	14,482.2
Software	1,069.2	196.0	1,019.6	300.2	2,585.0
Services	395.8	28.5	199.0	217.6	840.9
Other[3]	70.3	21.1	21.3	11.6	124.3
Total Net sales	7,499.0	1,510.3	6,864.8	2,158.3	18,032.4
Sales by Channel					
Corporate	7,499.0	—	—	—	7,499.0
Small Business	—	1,510.3	—	—	1,510.3
Government	—	—	2,519.3	—	2,519.3
Education	—	—	2,411.6	—	2,411.6
Healthcare	—	—	1,933.9	—	1,933.9
Other	—	—	—	2,158.3	2,158.3
Total Net sales	7,499.0	1,510.3	6,864.8	2,158.3	18,032.4
Timing of Revenue Recognition					
Transferred at a point in time where CDW is principal	6,818.7	1,423.1	6,410.2	1,900.6	16,552.6
Transferred at a point in time where CDW is agent	446.1	80.0	248.5	59.6	834.2
Transferred over time where CDW is principal	234.2	7.2	206.1	198.1	645.6
Total Net sales	$ 7,499.0	$ 1,510.3	$ 6,864.8	$ 2,158.3	$ 18,032.4

(1) Net sales by geography is generally based on the ship-to address with the exception of certain services that may be performed at, or on behalf of, multiple locations. Such service arrangements are categorized based on the bill-to address.

(2) Amounts have been reclassified for changes in individual product classifications to conform to the presentation for the year ended December 31, 2020.

(3) Includes items such as delivery charges to customers.

CDW CORPORATION AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(dollars in millions, except per share data, unless otherwise noted)

	Year Ended December 31, 2018				
	Corporate	Small Business	Public	Other	Total
Geography[(1)]					
United States	$ 6,834.4	$ 1,359.6	$ 6,154.7	$ 30.9	$ 14,379.6
Rest of World	8.1	—	—	1,852.8	1,860.9
Total Net sales	6,842.5	1,359.6	6,154.7	1,883.7	16,240.5
Major Product and Services[(2)]					
Hardware	5,464.9	1,135.2	5,039.3	1,492.3	13,131.7
Software	973.3	175.2	937.0	213.6	2,299.1
Services	336.9	28.1	161.8	169.1	695.9
Other[(3)]	67.4	21.1	16.6	8.7	113.8
Total Net sales	6,842.5	1,359.6	6,154.7	1,883.7	16,240.5
Sales by Channel					
Corporate	6,842.5	—	—	—	6,842.5
Small Business	—	1,359.6	—	—	1,359.6
Government	—	—	2,097.3	—	2,097.3
Education	—	—	2,327.4	—	2,327.4
Healthcare	—	—	1,730.0	—	1,730.0
Other	—	—	—	1,883.7	1,883.7
Total Net sales	6,842.5	1,359.6	6,154.7	1,883.7	16,240.5
Timing of Revenue Recognition					
Transferred at a point in time where CDW is principal	6,256.5	1,281.3	5,758.6	1,687.6	14,984.0
Transferred at a point in time where CDW is agent	389.1	69.4	211.5	49.8	719.8
Transferred over time where CDW is principal	196.9	8.9	184.6	146.3	536.7
Total Net sales	$ 6,842.5	$ 1,359.6	$ 6,154.7	$ 1,883.7	$ 16,240.5

(1) Net sales by geography is generally based on the ship-to address with the exception of certain services that may be performed at, or on behalf of, multiple locations. Such service arrangements are categorized based on the bill-to address.

(2) Amounts have been reclassified for changes in individual product classifications to conform to the presentation for the year ended December 31, 2020.

(3) Includes items such as delivery charges to customers.

(dollars in millions, except per share data, unless otherwise noted)

The following table presents Net sales by major category for the years ended December 31, 2020, 2019 and 2018. Categories are based upon internal classifications.

	Year Ended December 31,					
	2020		2019[1]		2018[1]	
	Net Sales	Percentage of Total Net Sales	Net Sales	Percentage of Total Net Sales	Net Sales	Percentage of Total Net Sales
Notebooks/Mobile Devices	$ 5,486.2	29.7 %	$ 4,344.9	24.1 %	$ 3,843.3	23.7 %
Netcomm Products	1,955.0	10.6	2,189.1	12.1	2,116.6	13.0
Desktops	1,132.4	6.1	1,547.3	8.6	1,254.9	7.7
Video	1,190.8	6.4	1,272.9	7.1	1,184.1	7.3
Enterprise and Data Storage (Including Drives)	947.4	5.1	1,147.6	6.4	1,102.4	6.8
Other Hardware	4,121.6	22.3	3,980.4	22.1	3,630.4	22.4
Total Hardware	14,833.4	80.2	14,482.2	80.4	13,131.7	80.9
Software[2]	2,581.0	14.0	2,585.0	14.3	2,299.1	14.2
Services[2]	913.9	4.9	840.9	4.7	695.9	4.3
Other[3]	139.2	0.9	124.3	0.6	113.8	0.6
Total Net sales	$ 18,467.5	100.0 %	$ 18,032.4	100.0 %	$ 16,240.5	100.0 %

(1) Amounts have been reclassified for changes in individual product classifications to conform to the presentation for the year ended December 31, 2020.

(2) Certain software and services revenues are recorded on a net basis for accounting purposes. As a result, the category percentage of net revenues is not representative of the category percentage of gross profits.

(3) Includes items such as delivery charges to customers.

(dollars in millions, except per share data, unless otherwise noted)

19. Selected Quarterly Financial Results (unaudited)

	Year Ended December 31, 2020			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net sales:				
Corporate	$ 1,911.0	$ 1,557.5	$ 1,660.0	$ 1,717.5
Small Business	391.5	302.1	337.0	366.5
Public:				
Government	568.5	719.7	847.7	842.6
Education	476.2	876.8	1,078.2	1,026.9
Healthcare	480.6	425.6	367.9	427.0
Total Public	1,525.3	2,022.1	2,293.8	2,296.5
Other	561.4	484.0	465.6	575.7
Net sales	$ 4,389.2	$ 4,365.7	$ 4,756.4	$ 4,956.2
Gross profit	756.5	747.2	825.5	880.9
Operating income	245.8	283.4	317.8	332.2
Net income	167.9	189.1	193.2	238.3
Basic(1)	1.18	1.32	1.36	1.67
Diluted(1)	1.16	1.31	1.33	1.65

	Year Ended December 31, 2019			
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net sales:				
Corporate	$ 1,736.2	$ 1,883.9	$ 1,913.5	$ 1,965.4
Small Business	355.6	377.4	386.2	391.1
Public:				
Government	488.4	578.4	793.4	659.1
Education	400.4	773.6	807.0	430.6
Healthcare	441.9	488.1	500.5	503.4
Total Public	1,330.7	1,840.1	2,100.9	1,593.1
Other	535.4	528.5	507.1	587.3
Net sales	$ 3,957.9	$ 4,629.9	$ 4,907.7	$ 4,536.9
Gross profit	672.1	773.8	816.5	777.5
Operating income	228.9	300.3	320.6	283.8
Net income	152.9	196.6	201.7	185.6
Basic(1)	1.04	1.35	1.39	1.29
Diluted(1)	1.02	1.33	1.37	1.27

(1) Basic and diluted net income per share are computed independently for each of the quarters presented. Therefore, the sum of quarterly basic and diluted per share information may not equal annual basic and diluted net income per share.

SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS
Years ended December 31, 2020, 2019 and 2018
(dollars in millions)

Allowance for credit losses:	Balance at Beginning of Period	Charged to Costs and Expenses	Deductions [1]	Balance at End of Period
Year Ended December 31, 2020	$ 7.9	$ 30.9	$ (9.2)	$ 29.6
Year Ended December 31, 2019	7.0	2.2	(1.3)	7.9
Year Ended December 31, 2018	6.2	2.0	(1.2)	7.0

(1) Primarily includes write-offs of uncollectible accounts.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rule 13a-15(e) or Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. Based on such evaluation, the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, has concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective in recording, processing, summarizing, and reporting, on a timely basis, information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act, and that information is accumulated and communicated to the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely discussions regarding required disclosure.

Management's Annual Report on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements and can provide only reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with policies or procedures may deteriorate.

Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2020. Management based this assessment on the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in "Internal Control — Integrated Framework (2013 framework)."

Based on its assessment, management concluded that, as of December 31, 2020, the Company's internal control over financial reporting is effective.

Ernst & Young LLP, independent registered public accounting firm, has audited the Consolidated Financial Statements of the Company and the Company's internal control over financial reporting and has included their reports herein.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting during the quarter ended December 31, 2020 that have materially affected or are reasonably likely to materially affect, our internal control over financial reporting. The Company has not experienced any material impact to our internal control over financial reporting despite the fact that most of our coworkers are working remotely for their health and safety during the COVID-19 pandemic. The Company is continually monitoring and assessing the potential impact of the COVID-19 pandemic on our internal controls to minimize the impact on their design and operating effectiveness.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of CDW Corporation and subsidiaries

Opinion on Internal Control over Financial Reporting

We have audited CDW Corporation and subsidiaries' internal control over financial reporting as of December 31, 2020, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, CDW Corporation and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2020, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2020 and 2019, and the related consolidated statements of operations, comprehensive income, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2020, and the related notes and the financial statement schedule listed in the Index at Item 15 (a) (2) and our report dated February 26, 2021 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP
Chicago, Illinois
February 26, 2021

Item 9B. Other Information

None.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

We have adopted The CDW Way Code, our code of business conduct and ethics, that is applicable to all of our coworkers and directors. A copy of The CDW Way Code is available on our website at www.cdw.com. Within The CDW Way Code is a Financial Integrity Code of Ethics that sets forth an even higher standard applicable to our executives, officers, members of our internal disclosure committee and all managers and above in our finance department. We intend to disclose any substantive amendments to, or waivers from, The CDW Way Code by posting such information on our website or by filing a Form 8-K, in each case to the extent such disclosure is required by the rules of the SEC or Nasdaq.

See Part I - "Information about our Executive Officers" for the biographical information of our executive officers, which is incorporated by reference in this Item 10. Other information required under this Item 10 is incorporated herein by reference to our definitive proxy statement for our 2021 annual meeting of stockholders on May 20, 2021 ("2021 Proxy Statement"), which we will file with the SEC on or before April 30, 2021.

Item 11. Executive Compensation

Information required under this Item 11 is incorporated herein by reference to the 2021 Proxy Statement.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information required under this Item 12 is incorporated herein by reference to the 2021 Proxy Statement.

Item 13. Certain Relationships and Related Transactions, and Director Independence

Information required under this Item 13 is incorporated herein by reference to the 2021 Proxy Statement.

Item 14. Principal Accountant Fees and Services

Information required under this Item 14 is incorporated herein by reference to the 2021 Proxy Statement.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) Financial Statements and Schedules

The following documents are filed as part of this report:

(1) Consolidated Financial Statements:

(2) Financial Statement Schedules:

All other schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedule, or because the information required is included in the Consolidated Financial Statements or notes thereto.

(b) Exhibits

Exhibit Number	Description
3.1	Fifth Amended and Restated Certificate of Incorporation of CDW Corporation, previously filed as Exhibit 3.1 with CDW Corporation's Amendment No. 2 to Form S-1 filed on June 14, 2013 and incorporated herein by reference.
3.1.1	Certificate of Amendment to Fifth Amended and Restated Certificate of Incorporation of CDW Corporation, previously filed as Exhibit 3.1 with CDW Corporation's Form 8-K filed on May 19, 2016 and incorporated herein by reference.
3.1.2	Certificate of Amendment to Fifth Amended and Restated Certificate of Incorporation of CDW Corporation previously filed as Exhibit 3.1 with CDW Corporation's Form 8-K filed on May 25, 2018 and incorporated herein by reference.
3.2	Amended and Restated By-Laws of CDW Corporation, previously filed as Exhibit 3.1 with CDW Corporation's Form 8-K filed on December 23, 2019 and incorporated herein by reference.
3.3	Articles of Organization of CDW LLC, previously filed as Exhibit 3.3 with CDW Corporation's Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.4	Amended and Restated Limited Liability Company Agreement of CDW LLC, previously filed as Exhibit 3.4 with CDW Corporation's Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.5	Certificate of Incorporation of CDW Finance Corporation, previously filed as Exhibit 3.5 with CDW Corporation's Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.6	Amended and Restated By-Laws of CDW Finance Corporation, previously filed as Exhibit 3.1 with CDW Corporation's Form 10-Q filed on May 8, 2015 and incorporated herein by reference.
3.7	Articles of Organization of CDW Technologies LLC, previously filed as Exhibit 3.7 with CDW Corporation's Form 10-K filed on February 25, 2016 and incorporated herein by reference.

Exhibit Number	Description
3.8	Operating Agreement of CDW Technologies LLC, previously filed as Exhibit 3.8 with CDW Corporation’s Form 10-K filed on February 25, 2016 and incorporated herein by reference.
3.9	Articles of Organization of CDW Direct, LLC, previously filed as Exhibit 3.9 with CDW Corporation’s Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.10	Amended and Restated Limited Liability Company Agreement of CDW Direct, LLC, previously filed as Exhibit 3.10 with CDW Corporation’s Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.11	Articles of Organization of CDW Government LLC, previously filed as Exhibit 3.11 with CDW Corporation’s Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.12	Amended and Restated Limited Liability Company Agreement of CDW Government LLC, previously filed as Exhibit 3.12 with CDW Corporation’s Form S-4 filed on September 7, 2010 and incorporated herein by reference.
3.13	Articles of Organization of CDW Logistics LLC, previously filed as Exhibit 3.13 with CDW Corporation's Form 10-K filed on February 28, 2020 and incorporated herein by reference.
3.14	Limited Liability Company Agreement of CDW Logistics LLC, previously filed as Exhibit 3.14 with CDW Corporation's Form 10-K filed on February 28, 2020 and incorporated herein by reference.
4.1	Description of CDW Corporation’s Common Stock, previously filed as Exhibit 4.1 with CDW Corporation's Form 10-K filed on February 28, 2020 and incorporated herein by reference.
4.2	Specimen Common Stock Certificate, previously filed as Exhibit 4.1 with CDW Corporation’s Amendment No. 3 to Form S-1 filed on June 25, 2013 and incorporated herein by reference.
4.3	Base Indenture, dated as of December 1, 2014, by and among CDW LLC, CDW Finance Corporation, the guarantors party thereto and U.S. Bank National Association as trustee, previously filed as Exhibit 4.1 with CDW Corporation’s Form 8-K filed on December 1, 2014 and incorporated herein by reference.
4.4	First Supplemental Indenture, dated as of December 1, 2014, by and among CDW LLC, CDW Finance Corporation, the guarantors party thereto and U.S. Bank National Association as trustee, previously filed as Exhibit 4.2 with CDW Corporation’s Form 8-K filed on December 1, 2014 and incorporated herein by reference.
4.5	Form of 5.5% Senior Note (included as Exhibit B to Exhibit 4.4), previously filed as Exhibit 4.3 with CDW Corporation’s Form 8-K filed on December 1, 2014 and incorporated herein by reference.
4.6	Fourth Supplemental Indenture, dated as of September 26, 2019, by and among the CDW LLC, CDW Finance Corporation, the guarantors party thereto and U.S. Bank National Association as trustee, previously filed as Exhibit 4.2 with CDW Corporation’s Form 8-K filed on September 26, 2019 and incorporated herein by reference.
4.7	Form of 4.250% Senior Note (included as Exhibit A to Exhibit 4.6) previously filed as Exhibit 4.3 with the CDW Corporation’s Form 8-K filed on September 26, 2019 and incorporated herein by reference.
4.8	Fifth Supplemental Indenture, dated as of April 21, 2020, by and among CDW LLC, CDW Finance Corporation, the guarantors party thereto and U.S. Bank National Association as trustee, previously filed as Exhibit 4.2 with CDW Corporation’s Form 8-K filed on April 21, 2020 and incorporated herein by reference.
4.9	Form of 4.125% Senior Note (included as Exhibit A to Exhibit 4.8), previously filed as Exhibit 4.3 with CDW Corporation’s Form 8-K filed on April 21, 2020 and incorporated herein by reference.
4.10	Sixth Supplemental Indenture, dated as of August 13, 2020, by and among CDW LLC, CDW Finance Corporation, the guarantors party thereto and U.S. Bank National Association as trustee, previously filed as Exhibit 4.2 with CDW Corporation’s Form 8-K filed on August 13, 2020 and incorporated herein by reference.
4.11	Form of 3.25% Senior Note (included as Exhibit A to Exhibit 4.10), previously filed as Exhibit 4.3 with CDW Corporation’s Form 8-K filed on August 13, 2020 and incorporated herein by reference.

Exhibit Number	Description
10.1	Second Amended and Restated Revolving Loan Credit Agreement, dated March 31, 2017, by and among CDW LLC, the lenders party thereto, JPMorgan Chase Bank, N.A., as administrative agent, Wells Fargo Commercial Distribution Finance, LLC, as floorplan funding agent, and the joint lead arrangers, joint bookrunners, co-collateral agents, co-syndication agents and co-documentation agents party thereto, previously filed as Exhibit 10.1 with CDW Corporation's Form 8-K filed on March 31, 2017 and incorporated herein by reference.
10.2	Amended and Restated Term Loan Agreement, dated as of August 17, 2016, by and among CDW LLC, the lenders from time to time party thereto, Barclays Bank PLC, as administrative agent and collateral agent, and the joint lead arrangers, joint bookrunners, syndication agent and co-documentation agents party thereto, previously filed as Exhibit 10.1 with CDW Corporation's Form 8-K filed on August 18, 2016 and incorporated herein by reference.
10.3	First Amendment to Amended and Restated Term Loan Agreement, dated as of February 28, 2017, among CDW, the lenders party thereto, Barclays Bank PLC, as administrative agent and collateral agent, and the other loan parties party thereto, previously filed as Exhibit 10.1 with CDW Corporation's Form 8-K filed on March 2, 2017 and incorporated herein by reference.
10.4	Second Amendment to Amended and Restated Term Loan Agreement, dated as of April 3, 2018, among CDW LLC, the lenders party thereto, Barclays Bank PLC, as administrative agent and collateral agent, and the other loan parties party thereto, previously filed as Exhibit 10.1 with CDW Corporation's Form 10-Q filed on May 3, 2018 and incorporated herein by reference.
10.5	Third Amendment to Amended and Restated Term Loan Agreement, dated as of October 11, 2019, among CDW LLC, the lenders party thereto, Barclays Bank PLC, as administrative agent and collateral agent, and the other loan parties party thereto, previously filed as Exhibit 10.1 with CDW Corporation's Form 10-Q filed on October 31, 2019 and incorporated herein by reference.
10.6	Second Amended and Restated Guarantee and Collateral Agreement, dated April 29, 2013, by and among CDW LLC, the guarantors party thereto and Barclays Bank PLC, as collateral agent, previously filed as Exhibit 10.2 with CDW Corporation's Form 8-K filed on May 1, 2013 and incorporated herein by reference.
10.7§	Compensation Protection Agreement, effective as of January 1, 2020, by and among CDW Corporation, CDW LLC and Christine A. Leahy, previously filed as Exhibit 10.1 with CDW Corporation's Form 8-K filed on March 11, 2019 and incorporated herein by reference.
10.8§*	Form of Compensation Protection Agreement (executive officers other than Christine A. Leahy).
10.9§	Form of Noncompetition Agreement under the Compensation Protection Agreement, previously filed as Exhibit 10.3 with CDW Corporation's Form 8-K filed on March 14, 2016 and incorporated herein by reference.
10.10§	Letter Agreement, dated as of September 13, 2011, by and between CDW Direct, LLC and Christina M. Corley, previously filed as Exhibit 10.31 with CDW Corporation's Form 10-K filed on March 9, 2012 and incorporated herein by reference.
10.11§	Form of Indemnification Agreement by and between CDW Corporation and its directors and executive officers, previously filed as Exhibit 10.32 with CDW Corporation's Amendment No. 2 to Form S-1 filed on June 14, 2013 and incorporated herein by reference.
10.12§	CDW Corporation Senior Management Incentive Plan, as Amended and Restated Effective January 1, 2020, previously filed as Exhibit 10.1 with CDW Corporation's Form 10-Q filed on August 5, 2020 and incorporated herein by reference.
10.13§	Amended and Restated 2013 Long-Term Incentive Plan of CDW Corporation, previously filed as Exhibit 10.1 with CDW Corporation's Form 8-K filed on May 19, 2016 and incorporated herein by reference.
10.14§	Amended and Restated CDW Corporation Coworker Stock Purchase Plan, previously filed as Exhibit 10.1 with CDW Corporation's Form 10-Q filed on November 3, 2016 and incorporated herein by reference.
10.15§	Form of Stock Option Agreement (executive officers) under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.22 with CDW Corporation's Form 10-K filed on March 1, 2017 and incorporated herein by reference.

Exhibit Number	Description
10.16§	Form of Stock Option Agreement (other than executive officers) under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.22 with CDW Corporation’s Form 10-K filed on March 1, 2018 and incorporated herein by reference.
10.17§	Form of Performance Share Unit Award Agreement (executive officers) under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.23 with CDW Corporation’s Form 10-K filed on March 1, 2017 and incorporated herein by reference.
10.18§	Form of Performance Share Unit Award Agreement (other than executive officers) under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.24 with CDW Corporation’s Form 10-K filed on March 1, 2018 and incorporated herein by reference.
10.19§	Form of Performance Share Award Agreement (executive officers) under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.24 with CDW Corporation’s Form 10-K filed on March 1, 2017 and incorporated herein by reference.
10.20§	Form of Restricted Stock Unit Award Notice and Agreement under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.20 with CDW Corporation's Form 10-K filed on February 28, 2020 and incorporated herein by reference.
10.21§	Form of Non-Employee Director Restricted Stock Unit Award Agreement under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.2 with CDW Corporation’s Form 10-Q filed on May 6, 2020 and incorporated herein by reference.
10.22§	Form of Non-Executive Chair Retainer Restricted Stock Unit Award Agreement under the CDW Corporation Amended and Restated 2013 Long-Term Incentive Plan, previously filed as Exhibit 10.1 with CDW Corporation's Form 10-Q filed on May 6, 2020 and incorporated herein by reference.
10.23§	Letter Agreement, dated as of February 12, 2018 by and between CDW Limited and Collin B. Kebo, previously filed as Exhibit 10.28 with CDW Corporation’s Form 10-K filed on March 1, 2018 and incorporated herein by reference.
21.1*	List of subsidiaries.
22.1*	List of Issuer and Guarantor Subsidiaries.
23.1*	Consent of Ernst & Young LLP.
31.1*	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934.
31.2*	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) under the Securities Exchange Act of 1934.
32.1**	Certification of Chief Executive Officer pursuant to 18 U.S.C. 1350.
32.2**	Certification of Chief Financial Officer pursuant to 18 U.S.C. 1350.
101.INS*	XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith

** These items are furnished and not filed.

§ A management contract or compensatory arrangement required to be filed as an exhibit pursuant to Item 601 of Regulation S-K.

Item 16. Form 10-K Summary

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

		CDW CORPORATION	
Date:	February 26, 2021	By:	/s/ Christine A. Leahy
			Christine A. Leahy
			President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Christine A. Leahy Christine A. Leahy	President and Chief Executive Officer (principal executive officer) and Director	February 26, 2021
/s/ Collin B. Kebo Collin B. Kebo	Senior Vice President and Chief Financial Officer (principal financial officer)	February 26, 2021
/s/ Ilaria Mocciaro Ilaria Mocciaro	Vice President, Controller and Chief Accounting Officer (principal accounting officer)	February 26, 2021
/s/ David W. Nelms David W. Nelms	Non-Executive Chairman of the Board	February 26, 2021
/s/ Virginia C. Addicott Virginia C. Addicott	Director	February 26, 2021
/s/ Steven W. Alesio Steven W. Alesio	Director	February 26, 2021
/s/ Barry K. Allen Barry K. Allen	Director	February 26, 2021
/s/ James A. Bell James A. Bell	Director	February 26, 2021
/s/ Benjamin D. Chereskin Benjamin D. Chereskin	Director	February 26, 2021
/s/ Lynda M. Clarizio Lynda M. Clarizio	Director	February 26, 2021
/s/ Paul J. Finnegan Paul J. Finnegan	Director	February 26, 2021
/s/ Anthony R. Foxx Anthony R. Foxx	Director	February 26, 2021
/s/ Joseph R. Swedish Joseph R. Swedish	Director	February 26, 2021
/s/ Donna F. Zarcone Donna F. Zarcone	Director	February 26, 2021

COMPENSATION PROTECTION AGREEMENT

THIS COMPENSATION PROTECTION AGREEMENT (the "Agreement") is entered into effective as of ___________ (the "Effective Date"), by and among CDW Corporation, a Delaware corporation (the "Company"), CDW LLC, an Illinois limited liability company and wholly owned subsidiary of the Company ("CDW LLC") and _______________ (the "Executive"). [As of the Effective Date, this Agreement shall supersede in its entirety the Compensation Protection Agreement previously entered into by and among the Company, CDW LLC and the Executive.][1]

W I T N E S S E T H

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

(a) "Accrued Obligations" means, as of the Date of Termination, the sum of (i) the Executive's base salary through the Date of Termination to the extent not theretofore paid, (ii) the amount of any bonus, annual incentive compensation, deferred compensation and other cash compensation accrued by the Executive as of the Date of Termination to the extent not theretofore paid and (iii) any vacation pay, expense reimbursements and other cash entitlements accrued by the Executive as of the Date of Termination to the extent not theretofore paid. For the purpose of this Section 1(a), amounts shall be deemed to accrue ratably over the period during which they are earned, but no discretionary compensation shall be deemed earned or accrued until it is specifically approved by the Board or the Compensation Committee in accordance with the applicable plan, program or policy.

(b) "Affiliate" shall mean any corporation or other entity (i) in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities of such corporation or other entity entitled to vote generally in the election of directors or (ii) which has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities of the Company entitled to vote generally in the election of directors.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" shall mean one or more of the following: (i) the Executive's refusal (after written notice and reasonable opportunity to cure) to perform duties properly assigned which are consistent with the scope and nature of his/her position, or (ii) the Executive's commission of an act materially and demonstrably detrimental to the financial condition and/or goodwill of the Company or any of its subsidiaries, which act constitutes gross negligence or willful misconduct in the performance of duties to the Company or any of its subsidiaries, or (iii) the Executive's commission of any theft, fraud, act of dishonesty or breach of trust resulting in or intended to result in material personal gain or enrichment of the Executive

[1] [Included only for executives who were parties to a Compensation Protection Agreement in effect prior to January 1, 2020.]

at the direct or indirect expense of the Company or any of its subsidiaries, or (iv) the Executive's conviction of, or plea of guilty or nolo contendere to, a felony, (v) a material violation of any restrictive covenant with respect to non-competition, non-solicitation, confidentiality or protection of trade secrets (or similar provision regarding intellectual property) by which the Executive is bound under any agreement between the Executive and the Company and its subsidiaries or (vi) a material and willful violation of the Company's written policies or of the Executive's statutory or common law duty of loyalty to the Company or its Affiliates that in either case is materially injurious to the Company, monetarily or otherwise. No act or failure to act will be considered "willful" (x) unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company or (y) if it is done, or omitted to be done, in reliance on the informed advice of the Company's outside counsel or independent accountants or at the express direction of the Board.

(e) "Change in Control" means the occurrence of any one of the following events:

(i) During any twenty-four (24) month period, individuals who, as of the beginning of such period, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the beginning of such period whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without written objection to such nomination) shall be an Incumbent Director; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or as a result of any other actual or threatened solicitation of proxies by or on behalf of any person other than the Board shall be deemed to be an Incumbent Director;

(ii) Any "person" (as such term is defined in the Exchange Act and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 35% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the Board (the "Company Voting Securities"); provided, however, that the event described in this paragraph (ii) shall not be deemed to be a Change in Control by virtue of any of the following acquisitions: (A) by the Company or any subsidiary; (B) by any employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary; (C) by any underwriter temporarily holding securities pursuant to an offering of such securities; (D) pursuant to a Non-Qualifying Transaction, as defined in paragraph (iii), or (E) by any person of Company Voting Securities from the Company, if a majority of the Incumbent Board approves in advance the acquisition of beneficial ownership of 35% or more of Company Voting Securities by such person;

(iii) The consummation of a merger, consolidation, statutory share exchange or similar form of corporate transaction involving the Company or any of its subsidiaries that requires the approval of the Company's stockholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), unless immediately following such Business Combination: (A) more than 50% of the total voting power of (1) the corporation resulting from such Business Combination (the "Surviving Corporation"), or (2) if applicable, the ultimate parent corporation that directly or indirectly has beneficial ownership of 100% of the voting securities eligible to elect directors of the Surviving Corporation (the "Parent Corporation"), is represented by Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which such Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of such Company Voting Securities among the holders thereof immediately prior to the Business Combination; (B) no person (other than any employee benefit plan (or related trust) sponsored or maintained by the Surviving Corporation or the Parent Corporation), is or becomes the beneficial owner, directly or indirectly, of 35% or more of the total voting power of the outstanding voting securities eligible to elect directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) and (C) at least a majority of the members of the board of directors of the Parent Corporation (or, if there is no Parent Corporation, the Surviving Corporation) following the consummation of the Business Combination were Incumbent Directors at the time of the Board's approval of the execution of the initial agreement providing for such Business Combination (any Business Combination which satisfies all of the criteria specified in (A), (B) and (C) above shall be deemed to be a "Non-Qualifying Transaction"); or

(iv) The stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or the consummation of a sale of all or substantially all of the Company's assets.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of more than 35% of the Company Voting Securities as a result of the acquisition of Company Voting Securities by the Company which reduces the number of Company Voting Securities outstanding; provided, that if after such acquisition by the Company such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, a Change in Control of the Company shall then occur.

(f) "Company" means CDW Corporation, a Delaware corporation, and its successors and assigns; provided, however, that in the event of the consummation of a transaction initiated by the Company involving the formation of a direct or indirect holding company of the Company for any internal legal or business purpose in which the holders of the outstanding voting securities of the Company become the holders of the outstanding voting securities of such holding company in substantially the same proportions, all references to the "Company" herein shall be deemed to be references to the new holding company.

(g) "Compensation Committee" means the Compensation Committee of the Board, or if no such committee has been appointed, the Board.

(h) "Date of Termination" means (i) the date of the Executive's separation from service, within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) if the Executive's employment by the Company terminates by reason of death, the date of death of the Executive.

(i) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(j) "Good Reason" shall mean, without the written consent of the Executive, any one or more of the following: (i) the Company reduces the amount of the Executive's base salary or cash bonus opportunity (it being understood that the Board shall have discretion to set the Company's and the Executive's personal performance targets to which the cash bonus will be tied), (ii) the Company adversely changes the Executive's reporting responsibilities, titles or office as in effect as of the date hereof or reduces his/her position, authority, duties, responsibilities or, after a Change in Control, his/her status, in a manner that is materially inconsistent with the positions, authority, duties, responsibilities or, after a Change in Control, status, which the Executive then holds, (iii) any successor to the Company in any merger, consolidation or transfer of assets, as described in Section 8, does not expressly assume any material obligation of the Company to the Executive under any agreement or plan pursuant to which the Executive receives benefits or rights, or (iv) the Company changes the Executive's place of work to a location more than fifty (50) miles from the Executive's present place of work; provided, however, that the occurrence of any such condition shall not constitute Good Reason unless (A) the Executive provides written notice to the Company of the existence of such condition not later than 60 days after the Executive knows or reasonably should know of the existence of such condition, (B) the Company shall have failed to remedy such condition within 30 days after receipt of such notice and (C) the Executive resigns due to the existence of such condition within 60 days after the expiration of the remedial period described in clause (B) hereof.

(k) "Noncompetition Agreement" means the Noncompetition Agreement in the form of Exhibit A.

(l) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

(m) "Potential Change in Control" means any of the following events:

(i) the commencement by any person of a tender or exchange offer or a proxy contest that could ultimately result in a Change in Control;

(ii) the execution of a letter of intent, agreement in principle or definitive agreement by the Company that could ultimately result in a Change in Control;

(iii) the public announcement by any person of such person's intent to take or consider taking actions which, if consummated, could result in a Change in Control;

(iv) the Board is aware that any person has taken steps reasonably calculated to effect a Change in Control; or

(v) the adoption by the Board of a resolution to the effect that a Potential Change in Control has occurred.

(n) "Qualifying Termination" means termination of the Executive's employment (1) by reason of the discharge of the Executive by the Company other than (A) for Cause, (B) the Executive's death or (C) the Executive's absence from the Executive's duties with the Company on a full-time basis for at least 180 consecutive days as a result of the Executive's incapacity due to physical or mental illness, or (2) by reason of the resignation of the Executive for Good Reason.

(o) "Severance Period" means the period commencing on the Date of Termination and ending on the second anniversary of the Date of Termination.

(p) "Termination Year Bonus" means the annual incentive bonus which would have been earned by the Executive under the Company's Senior Management Incentive Plan or any comparable successor plan if the Executive had remained employed by the Company for the full fiscal year in which the Date of Termination occurs or such later date as may be required for the Executive to be entitled to receipt of the bonus.

2. [Medical Plan Access.

(a) In the event Executive's employment with the Company terminates for any reason other than a termination by the Company for Cause, each of Executive and Executive's spouse and dependents will have continued access to participate in the Company's medical plan until such time as an event described in Section 2(b) occurs, with the full cost for such plan access, including any applicable taxes, to be paid by Executive. The additional medical plan access described herein will not apply until after the expiration of any benefit continuation period applicable under the Agreement and the exhaustion of the full COBRA continuation coverage period.

(b) The medical plan access set forth in this Section 2 will cease on the last day of the month of the earliest to occur of the following: (i) each of the Executive and the Executive's spouse become eligible for Medicare (or a successor thereto); (ii) Executive becomes eligible to participate in a subsequent employer's medical plan; (iii) Executive's material violation of any agreement between Executive and the Company (or its parent or subsidiary companies) with respect to noncompetition, nonsolicitation, confidentiality or protection of trade secrets; (iv) Executive ceases to timely pay premiums after notice and a 30 day cure period; (v) Executive expressly waives coverage in writing; (vi) the Company no longer offers a medical plan to any of its coworkers; or (vii) the Company cannot offer the medical plan access set forth in this Section 2 due to a change in applicable law.][2]

2. Payments Upon a Qualifying Termination.

(a) In the event of a Qualifying Termination, and provided the Executive executes and has not revoked a general release agreement substantially in the form of Exhibit B hereto (the "Release Agreement") within sixty (60) days after the Date of Termination, the Company shall provide to the Executive, in consideration of the general release set forth in Section 2 of the Release Agreement, the obligations of the Executive contained in the Noncompetition Agreement and other good and valuable consideration, the following benefits:

(i) Payment of an amount equal to (A) the Termination Year Bonus multiplied by a fraction, the numerator of which is the number of days of the fiscal year in which the Date of Termination occurs during which the Executive was employed by the Company and the denominator of which is 365, less (B) any amounts previously paid to the Executive in respect of such Termination Year Bonus during such fiscal year, such amount to be payable on the same basis and at the same time as if the Executive's employment with the Company had continued (or at such other time as required by Section 9 hereof);

(ii) Continuation during the Severance Period (or at such other time as required by Section 9 hereof) in accordance with the Company's regular payroll practices of salary replacement amounts equal to the Executive's highest annual base salary from the Company and its Affiliates in effect during the 12month period prior to the Date of Termination;

(iii) Payment of an aggregate bonus replacement amount equal to two hundred percent (200%) of the Executive's Termination Year Bonus, such aggregate amount to be payable in two equal installments, the first of which shall be made on the first anniversary of the Date of Termination and the second of which shall be made on the second anniversary of the Date of Termination; provided, however, that if the Termination Year Bonus is not calculable at the time a payment is required to be made pursuant to this Section 2(a)(iii), such payment shall be made within thirty (30) days after the Termination Year Bonus is so calculated (or at such other time as required by Section 9 hereof); provided that if the Date of Termination occurs after a Change in Control, such aggregate bonus replacement amount shall instead be equal to two hundred percent (200%) of the average of the annual incentive bonuses paid or payable to Executive for each of the three fiscal years ending immediately prior to the date of the Change in Control (or, if Executive was employed for fewer than three fiscal years prior to such

[2] [Included in the Compensation Protection Agreement with Sona Chawla. The section numbers and references in Ms. Chawla's Compensation Protection Agreement are updated as a result of this additional section.]

Change in Control, two hundred percent (200%) of the average of the annual incentive bonuses paid or payable to Executive for each such year of employment);

(iv) Continuation, for the Severance Period, of medical, dental, disability, accident, life and similar insurance coverage on terms comparable to those which would have been provided if the Executive's employment with the Company had continued for that time, with the payment for such insurance coverage to be made on the same basis as if the Executive's employment with the Company had continued for that time, and subject to any withholding of applicable taxes with respect to such continued coverage; provided, however, that the Company's obligation to provide each such type of insurance coverage shall cease as of the date that the Executive becomes eligible for such type of insurance coverage under a plan or agreement of a subsequent employer. The Executive shall be obligated to notify the Company of the Executive's eligibility for insurance coverage under a plan or agreement of a subsequent employer on or before the date that such eligibility commences. If the Company determines that it is not reasonably practicable to provide a type of comparable insurance coverage required by this Section 2(a)(iv) for reasons other than cost, the Company shall reimburse the Executive for the amount necessary for the Executive to acquire comparable coverage, with such reimbursement, subject to applicable tax withholding, to be made no later than 90 days following the Company's receipt of appropriate documentation from the Executive, but in no event later than end of the calendar year following the calendar year in which the expense was incurred. The Company's obligation to make any such reimbursements for expenses not already incurred by the Executive shall cease at such time as the Executive becomes eligible under a plan or agreement of a subsequent employer for the type of insurance coverage for which the Executive is being compensated; and

(v) Outplacement services for a period of two years after the Date of Termination with a firm selected by the Company, to commence within a reasonable time following the Date of Termination. Payments pursuant to this Section 2(a)(v) shall not exceed $20,000 in the aggregate for such two (2) year period and shall be made directly to such outplacement firm upon submission of proper documentation to the Company.

(b) If the employment of the Executive is terminated by the Company, the Company shall pay the Executive all Accrued Obligations within 15 days following the Date of Termination; provided, however, that any portion of the Accrued Obligations which consists of bonus, deferred compensation or annual incentive compensation shall be determined and paid in accordance with the terms of the relevant plan as applicable to the Executive.

(c) If the Executive breaches any of the covenants in the Noncompetition Agreement, including any noncompetition, nonsolicitation or confidentiality covenants contained therein, (i) the Executive's entitlement to the payments and benefits set forth in Section 2(a) shall be null and void, (ii) all rights to receive or continue to receive severance payments and benefits shall thereupon cease and (iii) the Executive shall immediately repay to the Company all amounts theretofore paid to, and the value of all benefits theretofore received by, the Executive pursuant to Section 2(a). The foregoing shall not limit any other rights or remedies the Company may have existing in its favor, including injunctive relief.

3. Nonqualifying Termination of Employment. If the employment of the Executive shall terminate for any reason other than a Qualifying Termination, then the Company shall pay to the Executive all Accrued Obligations (including, in the case of death or disability, prorated annual incentive bonus (based on the target bonus under the Company's Senior Management Incentive Plan or any successor plan for the fiscal year in which the Executive's termination of employment occurs), through and including the effective date of the Executive's termination of employment in a lump sum within thirty (30) days after the Date of Termination (or at such other time as required by Section 9 hereof); provided, however, that any portion of the Accrued Obligations that consists of bonus, deferred compensation or annual incentive compensation shall be determined and paid in accordance with the terms of the relevant plan as applicable to the Executive. In addition, if the Executive's employment is terminated by retirement under a retirement plan of the Company or by resignation of the Executive other than for Good Reason, the Executive may, in the discretion of the Compensation Committee, be awarded a pro rata cash bonus for the year in which the Date of Termination occurs.

4. Section 280G.

(a) To the extent that any payment or distribution to or for the benefit of the Executive pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any of its affiliated companies, any person whose actions result in a change of ownership or effective control covered by Section 280G(b)(2) of the Code or any person affiliated with the Company or such person, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the "Payments") would be subject to the excise tax (the "Excise Tax") imposed by Section 4999 of the Code, then the Company shall reduce the payments to the amount that is (after taking into account federal, state, local and social security taxes at the maximum marginal rates, including any excise taxes imposed by Section 4999 of the Code) one dollar less than the amount of the Payments that would subject the Executive to the Excise Tax (the "Safe Harbor Cap") if, and only if, such reduction would result in Executive receiving a higher net after-tax amount. Unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the Safe Harbor Cap, the Payments to be reduced hereunder will be determined in a manner which has the least economic cost to Executive and, to the extent the economic cost is equivalent, will be reduced in the inverse order of when the Payment would have been made to Executive until the reduction specified herein is achieved. Executive's right to specify the order of reduction of the Payments shall apply only to the extent that it does not directly or indirectly alter the time or method of payment of any amount that is deferred compensation subject to (and not exempt from) Section 409A.

(b) All determinations required to be made under this Section 4, including whether and when the Safe Harbor Cap is required and the amount of the reduction of the Payments pursuant to the Safe Harbor Cap and the assumptions to be utilized in arriving at such determination, shall be made by a public accounting firm or other nationally recognized consulting firm with expertise in Section 280G of the Code that is retained by the Company as of the date immediately prior to the Change in Control (the "Calculating Firm") which shall provide detailed supporting calculations both to the Company and Executive within fifteen (15) business days of the receipt of notice from the Company or Executive that there has been a Payment, or such earlier time as is requested by the Company (collectively, the "Determination"). In the event that the Calculating Firm is serving as accountant, auditor or consultant for the individual, entity or group effecting the Change in Control, Executive may appoint another nationally recognized public accounting or consulting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Calculating Firm hereunder). All fees and expenses of the Calculating Firm shall be borne solely by the Company and the Company shall enter into any agreement requested by the Calculating Firm in connection with the performance of the services hereunder. The Determination by the Calculating Firm shall be binding upon the Company and Executive. The Company shall bear and pay directly all costs and expenses incurred in connection with any contests or disputes with the Internal Revenue Service relating to the Excise Tax, and Executive shall cooperate, to the extent his or her reasonable out-of pocket expenses are reimbursed by the Company, with any reasonable requests by the Company in connection with any such contests or disputes.

5. Withholding Taxes. The Company may withhold from all payments due to the Executive (or the Executive's beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom. The Company may also reduce the amounts otherwise payable pursuant to Section 2(a) hereof to satisfy the Executive's required contributions for the insurance coverage being provided hereunder.

6. Termination and Amendment of Agreement.

(a) This Agreement shall be effective as of the Effective Date and shall expire on January 1, 2023, provided that not later than nine months prior to the expiration of the term of this Agreement, the Company and the Executive shall review and discuss in good faith whether or not to renew, amend or replace the Agreement. If a Potential Change in Control occurs during the term of the Agreement, then in no event shall the Agreement expire earlier than the date such Potential Change in Control terminates without resulting in a Change in Control, and if a Change in Control occurs during the term of the Agreement, then in no event shall the Agreement expire earlier than the 24-month anniversary of such Change in Control. Notwithstanding the foregoing, any expiration or termination of this Agreement shall not retroactively impair or otherwise adversely affect the rights of the Executive which have arisen prior to the date of such expiration.

(b) No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in writing and signed by the Executive and by a duly authorized officer of the Company; provided, however, that the Company may amend the Agreement in a manner that is beneficial to the interests of the Executive without the Executive's written consent.

7. Scope of Agreement. Nothing in this Agreement shall be deemed to entitle the Executive to continued employment with the Company or its subsidiaries or any of their respective Affiliates. Any amount paid pursuant to Section 2 shall be paid in lieu of any other amount of severance relating to salary, incentive compensation or other bonus continuation to be received by the Executive from the Company or its Affiliates upon termination of employment of the Executive under any employment, employee benefit or severance plan or agreement, policy or similar arrangement of the Company or its Affiliates in effect as of the date hereof; provided, however, that nothing in this Section 7 shall affect the Executive's rights with respect to any equity ownership interest in the Company. If the Company or any of its Affiliates are obligated by law to pay severance pay, notice pay or other similar benefits, or if the Company or any of its Affiliates are obligated by law to provide advance notice of separation ("Notice Period"), then the payments made pursuant to Section 2 shall be reduced by the amount of any such severance, notice pay or other similar benefits, as applicable, and by the amount of any severance pay, notice pay or other similar benefits received during any Notice Period.

8. Successors; Binding Agreement.

(a) This Agreement shall not be terminated by any merger or consolidation of the Company whereby the Company is or is not the surviving or resulting corporation or as a result of any transfer of all or substantially all of the assets of the Company. In the event of any such merger, consolidation or transfer of assets, the provisions of this Agreement shall be binding upon the surviving or resulting corporation or the person or entity to which such assets are transferred. In the event of the consummation of a transaction initiated by the Company involving the formation of a direct or indirect holding company of the Company for any internal legal or business purpose in which the holders of the outstanding voting securities of the Company become the holders of the outstanding voting securities of such holding company in substantially the same proportions, the provisions of this Agreement shall be binding upon such holding company.

(b) The Company agrees that concurrently with any merger, consolidation or transfer of assets referred to in Section 8(a), it will cause any successor or transferee unconditionally to assume, by written instrument delivered to the Executive (or the Executive's beneficiary or estate), all of the obligations of the Company hereunder. Failure of the Company to obtain such assumption prior to the effectiveness of any such merger, consolidation or transfer of assets shall be a breach of this Agreement and, if such merger, consolidation or transfer of assets is a "change in control event" within the meaning of Section 409A of the Code, shall entitle the Executive to compensation and other benefits from the Company in the same amount and on the same terms as the Executive would be entitled hereunder if the Executive's employment were terminated by reason of a Qualifying Termination. For purposes of implementing the foregoing, the date on which any such merger, consolidation or transfer becomes effective shall be deemed the Date of Termination.

(c) This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amounts would be payable to the Executive hereunder had the Executive continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to such person or persons appointed in writing by the Executive to receive such amounts or, if no person is so appointed, to the Executive's estate.

9. Section 409A Compliance. This Agreement shall be interpreted and construed in a manner that avoids the imposition of additional taxes and penalties under Section 409A of the Code ("409A Penalties"), and all payments under the Agreement are subject to the terms of the policy established by the Company pursuant to Section 409A of the Code. In the event the terms of this Agreement would subject the Executive to 409A Penalties, the Company and the Executive shall cooperate diligently to amend the terms of the Agreement to avoid such 409A Penalties, to the extent possible, without adversely affecting the intended benefits hereunder. Notwithstanding any other provision in this Agreement, if on the Date of Termination (a) the Company is a publicly traded corporation and (b) the Executive is a "specified employee," as defined in Section 409A of the Code, then to the extent any amount payable under this Agreement constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, that under the terms of this Agreement would be payable prior to the six-month anniversary of the Date of Termination, such payment shall be delayed until the earlier to occur of (i) the six-month anniversary of the Date of Termination or (ii) the date of the Executive's death.

10. Notices. (a) For purposes of this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered or five days after deposit in the United States mail, certified and return receipt requested, postage prepaid, addressed (i) if to the Executive, to the home address of the Executive on the most current Company records and if to the Company, to CDW Corporation, 200 North Milwaukee Avenue, Vernon Hills, IL 60061. attention General Counsel, or (ii) to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

(b) A written notice of the Executive's Date of Termination by the Company or the Executive, as the case may be, to the other, shall (i) indicate the specific provision in this Agreement applicable to such termination, if any, (ii) to the extent applicable, set forth in reasonable detail the facts and circumstances claimed to provide a basis for the application of such provision to the termination of the Executive's employment and (iii) specify the termination date (which date shall be not less than 30 days after the giving of such notice, unless the Company determines, in its sole discretion, that Executive's Date of Termination shall be less than 30 days following a written notice provided by the Executive). The failure by the Executive or the Company to set forth in such notice any fact or circumstance which contributes to a showing of Good Reason or Cause shall not waive any right of the Executive or the Company hereunder or preclude the Executive or the Company from asserting such fact or circumstance in enforcing the Executive's or the Company's rights hereunder.

11. Full Settlement; Resolution of Disputes. (a) The Company's obligation to make any payments provided for in Section 2 of this Agreement and otherwise to perform its obligations thereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others, except as provided in Section 2(c) or Section 13. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under the provisions of Section 2 of this Agreement and such amounts shall not be reduced whether or not the Executive obtains other employment, except as provided in Section 2(c).

(b) Any dispute or controversy between the Company and the Executive arising out of or relating to this Agreement or the breach of this Agreement shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration shall be held before a single arbitrator who shall be selected by the mutual agreement of the Company and the Executive, unless the parties are unable to agree to an arbitrator, in which case the arbitrator will be selected under the procedures of the AAA. In connection with the appointment of an arbitrator, the AAA will give the parties a list of no less than 15 potential arbitrators to strike and number in order of preference in accordance with AAA procedures. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction. However, either party may, without inconsistency with this arbitration provision, apply to any court otherwise having jurisdiction over such dispute or controversy and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. Except as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Company and the Executive. The Company and the Executive acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding any choice of law provision included in this Agreement, the United States Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision. The arbitration proceeding shall be conducted in Chicago, Illinois or such other location to which the parties may agree. The Company shall pay the costs of any arbitrator appointed hereunder.

(c) If a claim or dispute arises after a Change in Control concerning the rights of the Executive under this Agreement, regardless of the party by whom such claim or dispute is initiated, the Company shall pay all legal expenses, including reasonable attorneys' fees, court costs, and ordinary and necessary out-of-pocket costs of attorneys, billed to and payable by the Executive, in connection with the bringing, prosecuting, defending, litigating, negotiating, or settling such claim or dispute; provided that if the Executive does not prevail on at least one material claim in connection with such claim or dispute, the Executive's right to such payments shall cease and the Executive shall be required to return any amounts advanced by the Company pursuant to this Section 11(c). For purposes of complying with the requirements of Section 409A of the Code, (i) the right of the Executive to reimbursement pursuant to this Section 11(c) shall apply until the tenth anniversary of the Date of Termination, (ii) the amount of expenses eligible for reimbursement during a calendar year shall not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an expense must be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

12. Employment with Affiliates. Employment with the Company for purposes of this Agreement shall include employment with any Affiliate of the Company.

13. Clawback Policy. Notwithstanding anything to the contrary herein, all incentive compensation paid to the Executive in connection with the Executive's employment with the Company shall be subject to forfeiture, recovery by Company or other action pursuant to any clawback or recoupment policy which the Company may adopt from time to time to the extent the Board determines in good faith that the adoption and maintenance of such policy is necessary to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and implementing rules and regulations thereunder, or is otherwise required by applicable law.

14. Governing Law; Validity. The interpretation, construction and performance of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without regard to the principle of conflicts of laws. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which other provisions shall remain in full force and effect.

15. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

16. Joint and Several Obligation. Each of the Company and CDW LLC shall be jointly and severally liable for the payments and obligations provided to Executive under this Agreement.

17. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and signed by the Executive and by a duly authorized officer of the Company and CDW LLC. No waiver by any party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Failure by the Executive or the Company to insist upon strict compliance with any provision of this Agreement or to assert any right the Executive or the Company may have hereunder, including, without limitation, the right of the Executive to terminate employment for Good Reason, shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement. Except as otherwise expressly set forth in this Agreement or in any agreement with respect to any equity ownership interest in the Company owned by the Executive, the rights of, and benefits payable to, the Executive, the Executive's estate or the Executive's beneficiaries

pursuant to this Agreement are in addition to any rights against, or benefits payable by, third parties (i.e. Persons other than the Company or any of its Affiliates), to the Executive, the Executive's estate or the Executive's beneficiaries under any other employee benefit plan or program of the Company.

IN WITNESS WHEREOF, the Company and CDW LLC have caused this Agreement to be executed by a duly authorized officer and the Executive has executed this Agreement effective as of the day and year first above written.

CDW CORPORATION

By: ________________________________
Christine A. Leahy
President and Chief Executive Officer

CDW LLC

By: ________________________________
Christine A. Leahy
President and Chief Executive Officer

EXECUTIVE

____
[Executive's Name]

Exhibit 21.1

LIST OF SUBSIDIARIES

Subsidiary	Jurisdiction of Organization
CDW LLC	Illinois
CDW Finance Corporation	Delaware
CDW Technologies LLC	Wisconsin
CDW Direct, LLC	Illinois
CDW Government LLC	Illinois
CDW Logistics, Inc.	Illinois
CDW Canada Corp.	Nova Scotia
CDW NA Limited	United Kingdom
CDW International Holdings Limited	United Kingdom
CDW Finance Bidco Limited	United Kingdom
CDW Finance Holdings Limited	United Kingdom
CDW Limited	United Kingdom
CDW Finance Topco Limited	Jersey

LIST OF ISSUER AND GUARANTOR SUBSIDIARIES

The following subsidiaries of CDW Corporation serve as an issuer or guarantor, as applicable, for each outstanding series of senior notes:

Subsidiary	**Jurisdiction of Organization**	**Type of Obligor**
CDW LLC	Illinois	Issuer
CDW Finance Corporation	Delaware	Issuer
CDW Technologies LLC	Wisconsin	Guarantor
CDW Direct, LLC	Illinois	Guarantor
CDW Government LLC	Illinois	Guarantor
CDW Logistics LLC	Illinois	Guarantor

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-3 ASR No. 333-249491) of CDW Corporation,
(2) Registration Statement (Form S-8 No. 333-212912) pertaining to the Amended and Restated 2013 Long-Term Incentive Plan of CDW Corporation,
(3) Registration Statement (Form S-8 No. 333-189622) pertaining to the 2013 Long-Term Incentive Plan and Coworker Stock Purchase Plan of CDW Corporation;

of our reports dated February 26, 2021, with respect to the consolidated financial statements of CDW Corporation and subsidiaries and the effectiveness of internal control over financial reporting of CDW Corporation and subsidiaries included in this Annual Report (Form 10-K) for the year ended December 31, 2020.

/s/ Ernst & Young LLP
Chicago, Illinois
February 26, 2021

Exhibit 31.1

CERTIFICATION PURSUANT TO RULE 13a-14(a) or 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, Christine A. Leahy, certify that:

1. I have reviewed this annual report on Form 10-K of the registrant;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Christine A. Leahy

Christine A. Leahy
President and Chief Executive Officer
CDW Corporation
February 26, 2021

Exhibit 31.2

**CERTIFICATION PURSUANT TO RULE 13a-14(a) or 15d-14(a) UNDER
THE SECURITIES EXCHANGE ACT OF 1934**

I, Collin B. Kebo, certify that:

1. I have reviewed this annual report on Form 10-K of the registrant;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Collin B. Kebo

Collin B. Kebo
Senior Vice President and Chief Financial Officer
CDW Corporation
February 26, 2021

Exhibit 32.1

**CERTIFICATION PURSUANT TO SECTION 1350 OF CHAPTER 63
OF TITLE 18 OF THE UNITED STATES CODE**

I, Christine A. Leahy, the chief executive officer of CDW Corporation ("CDW"), certify that (i) the Annual Report on Form 10-K for the year ended December 31, 2020 (the "10-K") of CDW fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the 10-K fairly presents, in all material respects, the financial condition and results of operations of CDW.

/s/ Christine A. Leahy

Christine A. Leahy
President and Chief Executive Officer
CDW Corporation
February 26, 2021

Exhibit 32.2

**CERTIFICATION PURSUANT TO SECTION 1350 OF CHAPTER 63
OF TITLE 18 OF THE UNITED STATES CODE**

I, Collin B. Kebo, the chief financial officer of CDW Corporation ("CDW"), certify that (i) the Annual Report on Form 10-K for the year ended December 31, 2020 (the "10-K") of CDW fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and (ii) the information contained in the 10-K fairly presents, in all material respects, the financial condition and results of operations of CDW.

/s/ Collin B. Kebo

Collin B. Kebo
Senior Vice President and Chief Financial Officer
CDW Corporation
February 26, 2021

Exhibit B—Marketing Plan

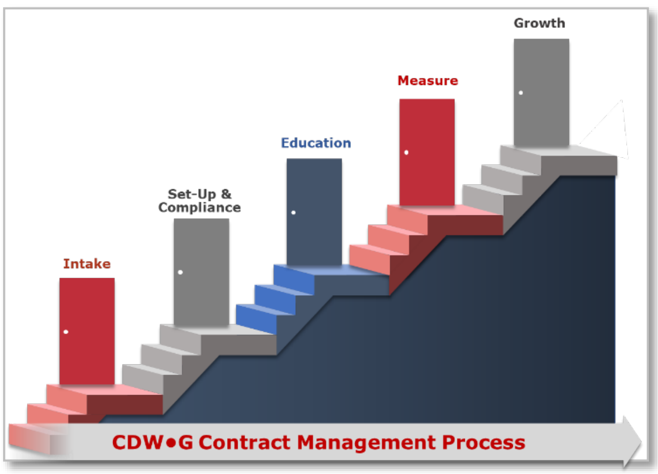
AEPA Marketing Plan

Since 2003, CDW•G has worked closely with AEPA and its members to forge deep, customer relationships that act as the foundation for our mutual success. Coupled with our marketing capabilities and committed sales force, we have driven year over year contract growth. And in this time, we've gained extensive knowledge around AEPA members' needs. We have used this knowledge to create custom solutions to achieve customers' objectives. This relentless focus on innovation and our customer intimacy provide CDW•G with unparalleled insight in preparing an effective market plan – one that promotes growth and new user adoption. If awarded, our in-depth marketing approach offers the national reach and resources of a Fortune 500 company while maintaining focused member attention to address nuanced requirements.

We look forward to continuing our partnership with AEPA. To this effect, we have outlined an integrated marketing plan that seeks to seamlessly maintain current members while simultaneously expanding contract sales without sacrificing customer support.

Ensuring Contract Vibrancy and Relevance (Our Capabilities and Resources)

Specialized Resources



Some vendors, even large suppliers, do not dedicate resources to contract management. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting.

CDW•G understands the role that vendor contract management plays in the member experience and reputation of a major cooperative like AEPA. Therefore, we invest significantly in the quality and reliability of our contract management process. We deploy a systematic yet adaptive approach that spans the contract lifecycle – ensuring contact vibrancy and longevity. The following five phases comprise this approach: Intake, Set-up & Compliance, Education, Measure, and Growth.

To support this process, we maintain an ecosystem of dedicated coworkers, CDW•G's program management department. This team is singularly devoted to managing contract, distinct from those responsibilities of our sales force. Members of the program management department work full-time to maintain contract compliance and administer contract procedures, including contract launch. Keeping our contract management within one group makes oversight and structured processes easy to implement, allowing CDW•G to standardize our contract management processes and share best practices – in turn reducing risks and improving efficiencies.

Program Management at CDW•G

- **100+** coworkers devoted to contract management
- Average **tenure > 10 years** industry experience
- Active participation in **National Contract Management Association**

CDW•G's Program Manager, **Jeff Hagen**, has an in-depth working knowledge of AEPA's Technology Contract structure and member landscape. If awarded, he will collaborate with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

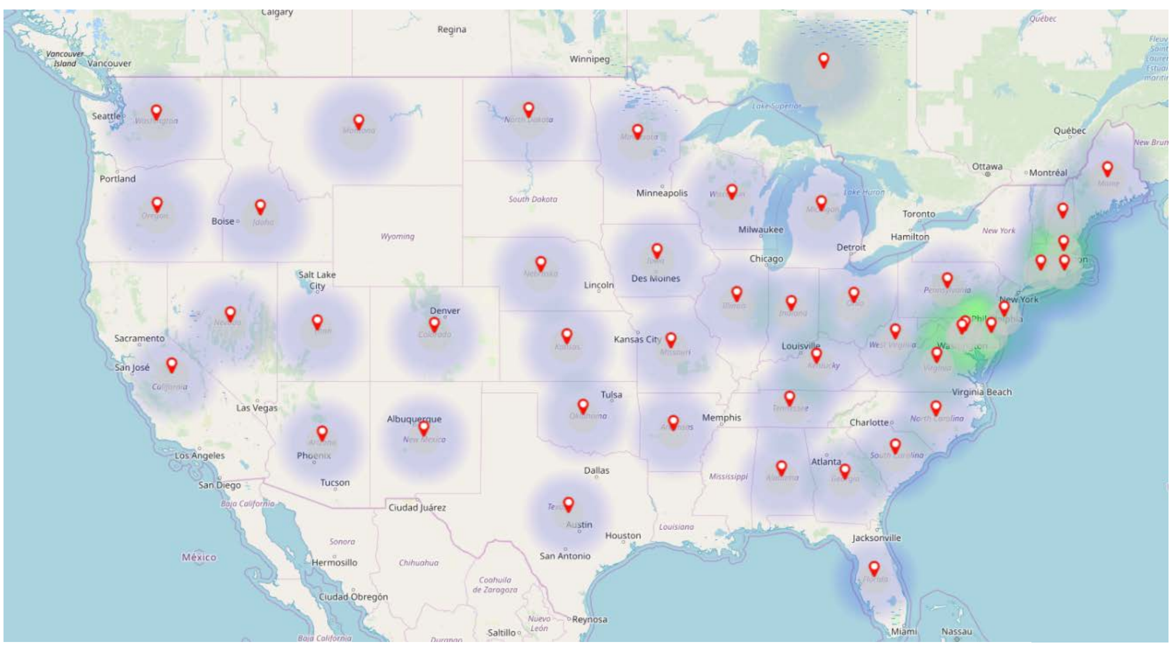
Established, Tenured Sales Force

AEPA agreements offer their users the simplicity, efficiency, and value of a national cooperative while accommodating the nuanced, region-specific members. Likewise, at CDW•G we structure our sales organization to address the unique needs of our customers based on their segment and region.

- First, our inside account managers and our field sellers are trained to **become experts within the public sector segment they support** – K-12, Higher Education, State & Local government, Federal government and Healthcare.

- To further support their customers, we have **divided the salesforce into distinct geographic regions** to ensure that sellers are prepared to support the local landscape.

- There are **over 1,000 sales coworkers and over 1,600 total coworkers** serving State, Local, and Education customers.



Map depicts geographic coverage of all coworkers supporting CDW•G.

We create an optimal customer experience by fostering collaboration and genuine investment in our customer's goals. While we may have a national presence, we operate at the local level – dedicated to creating true impact for each customer. Many larger organizations may see this expanded sales force and their expertise as an unnecessary expense but, at CDW•G, we believe collaboration with our customers is the foundation to our mutual success.

Our Marketing Solutions

Recognized industry-wide for their technology solutions campaigns, our marketing team was recently named a finalist for Content Marketing Project of the Year by the Content Marketing Institute, the largest and longest-running international content marketing awards program in the world.

Our marketing team offers several solutions to support our AEPA marketing strategy. These include:

- **Advertising & Cobranded Materials.** CDW•G can work with AEPA and member agencies to develop customer facing collateral (digital and print) and email campaigns.
- **Customer Webinars and Events.** Topical webinars and events allow AEPA members to see, hear and participate in discussion events on topics ranging from security to classroom transformation.
- **Publications.** CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech), K-12 (EdTech Focus on K-12) and Higher Education (EdTech Focus on Higher Education) customers.
- **Corporate Communications** CDW•G can generate aspotlight media piece detailing the CDW•G AEPA Agreement. These can be shared with coworkers and select media publications.
- **Omnichannel Marketing.** Engaging across multiple platforms such as social media, applications, email, and blogs connects us with current and potential customers on more touchpoints. Done well, omnichannel marketing creates an enhanced user experience and cohesive brand message that drives people to action.
- **Artificial Intelligence and Smart Messaging.** CDW•G's Strategic Initiatives practice leads our AI and smart messaging efforts with the aid of Kronologic. Using AI and scripted messaging strategy, Kronologic syncs AEPA members and their dedicated account manager to help distribute contract, product and services updates while taking the next step to schedule one-on-one conversations at the convenience of the customer. Using integrated management and reporting tools, Kronologic assists with booking meetings – including scheduling, rescheduling and proposing new times.
- **Influencer Marketing and Social Messaging Apps.** CDW•G leverages a coworker advocacy tool that spans social media. Known as the CDW Social Squad, it engages coworkers across the company and provides access to curated social media content that is ready to share across their personal social media networks, including LinkedIn, Twitter, and Facebook. With just over 11,000 members, our Social Squad members shared 16,355 times in May 2021 generating 35,000 clicks and 28 million impressions.
- **Video Marketing.** Video marketing is one of, if not the most important trend today. In a survey done by Impactbnc.com, 68% of respondents replied that they most preferred to

learn about a new product or service via short video. CDW•G has the ability to facilitate video marketing campaigns to promote contract awareness and adoption

Aligned with our contract management process, we have developed a prescriptive go-to-market to position the AEPA and CDW•G value-add to customers, current and new, across our State and Local, and Education segments. Our messaging will include the following themes:

- Increased value in the form of savings
- Extensive, quality, product and services catalog
- A proven, successful partnership between AEPA and CDW•G
- Streamlined contract maintenance – reduce burden on administrative resources
- Consultative, holistic approach to achieve the goals of our customers and their communities
- Enhanced user experience and customer service
- IT Procurement Solution with National Reach yet Local Focus

Seamless Agreement Transition (Contract Launch Process)

Internal Contract Set-Up and Compliance

Seamless transition from the previous agreement to the new agreement is critical to success, as it secures the foundation necessary for continued success. Upon award, CDW•G will efficiently transition AEPA member agencies from the current contract to the new contract, as we have the framework in place to ensure seamless transition. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new agreements. Our sellers will be fully equipped to aid members with the transition and Jeff Hagen will also be accessible to address questions from AEPA members. We have already created a sample contract landing page that is ready to go live on Day 1. Please access it at: cdwg.com/AEPA022

Seller Awareness, Training, and Enablement

The first step in our awareness and transition plan is to train our salesforce on the new agreement. Sales enablement training will cover contract scope, membership and new contract requirements so that they can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

Such collateral includes digital emails, as well as digital and printed documents. Collateral will communicate the details of the new agreement, reiterate the benefits of the contract vehicles, and showcase products, services, and solutions available to members. Once trained, our account team will drive awareness through call and email campaigns to aid current members transition seamlessly to the new agreement.

Existing Member Awareness and Transition

Often in times of change, customers become concerned about the impending contract expiration and its implications for their business. As a current AEPA technology provider with a direct line to current members, CDW•G can prevent this estrangement. Our account managers act as expert resources for members for recommendations on technology as well as which contracts to purchase them on. The size of our salesforce coupled with their customer intimacy will allow us to quickly and efficiently manage the agreement transition while positioning members for growth. Additionally, our reporting capabilities ensure that we have the necessary customer information to successfully implement member-focused awareness campaigns. Our sales force, program management practice, familiarity with the contract, and detailed launch plan act to eliminate any potential transition pains.

Contract Acceleration Process (Growth)

AEPA benefits its members through innovative sourcing which provides members access to a wide range of brands at competitive discounts while also eliminating the time and cost associated with bid creation and solicitations. AEPA assumes the administrative workload which frees up its members to focus on strategic initiatives. At CDW•G, we help to amplify these benefits through our sales, program management, and marketing capabilities.

Building on AEPA's innovation, CDW•G will help to recruit new members through enablement and engagement activities that showcase the benefits of the AEPA and CDW•G partnership. Aiding customers in consolidating their contract portfolio into a few, or even one contract, removes complexity and positions the AEPA Technology Catalog contract as a single source for members' technology needs. CDW•G can aid this effort through its extensive sales presence, reporting capabilities, focused account planning, and strategic, segment-oriented resources.

Target Identification

Accurate customer identification is at the core of an effective recruitment campaign. It allows us to align resources and marketing initiatives around those customers whose needs align with the benefits of the AEPA contract. We have automated many aspects of the reporting process so that data informs the way we do business, especially in contract promotion. We will use our capabilities to identify those existing members and eligible customers who can benefit from the AEPA Technology Catalog contract (e.g., those consistently releasing individual bids, those managing diverse and complicated contract portfolios). Equipped with this information, we can ensure that we optimize our potential to grow the contract.

Account Development

Our business development teams work with customers to define opportunities, better understand the needs and challenges of today and tomorrow and bring resources and expertise from across CDW•G to help customers visualize and create solutions that meet the needs of their mission. Our business development team will work in conjunction with our account teams to pinpoint those accounts with the most potential for growth. For each target customer, we will develop a business plan that addresses their needs while leveraging the AEPA contract. Tactical areas of consideration will include eProcurement and web preferences, supplier diversity requirements, current and future IT projects, piggyback agreements with custom terms, co-branded marketing campaigns, and topical webinars.

Specialized Resources

To aid our business development and account teams, CDW•G maintains coworkers dedicated to specific solution areas. As accounts mature and expand, our business development and accounts teams will integrate these coworkers into their account development plans to foster further growth. These coworkers specialize in the following solution areas:

- eSports
- Classroom Transformation
- Connected Campus
- Cybersecurity
- Public Safety

Conclusion

We are continually working to expand the AEPA footprint among eligible customers, opening up new avenues for adoption. Our marketing efforts are fully committed to generating organic growth for the next contract iteration while maintaining the positive brand image AEPA has established. We appreciate the collaboration and look forward to the opportunity to continue our partnership.

Exhibit C—Warranties, Additional Services

Since CDW•G is not the manufacturer of the products purchased by AEPA members, we do not directly provide warranties for any products. Products sold by CDW•G come with the manufacturer's standard warranty. The level of service provided by these warranties varies by product and manufacturer. For issues regarding a standard warranty, AEPA members should contact your CDW•G account manager or the manufacturer for guidance.

For our complete catalog of services, please visit our website.

Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third-party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the AEPA member prior to the start of Services. A sample SOW is included in the following pages. Expenses (T and E) may be an additional consideration depending on project specifics.

As newer services and additional offerings come online which benefit AEPA members, CDW•G will work with AEPA on including additional labor categories. With the rise of subscription and consumption models, CDW•G can work with AEPA members to evaluate such offerings which provide benefit to meeting the mission of AEPA members.

Understanding and appreciating the pace with which technology is moving, one also comes to appreciate that CDW•G or any of its subcontractors may need to adjust their hourly rates for services to account for evolving market conditions over the contract's term, including, but not limited to: prevailing market rates, changes introduced by emerging technologies requiring a different level of expertise, or alternative cost models. CDW•G's annual escalation rates over the then-current contractual hourly rates have been provided for each solution category.

SERVICES PROPOSAL

PROJECT FUNDAMENTALS

Project Name:	Services to be Performed (Install, Staff Aug, etc)	**Requested By (Sales):** Unknown 312-705-9999 email@cdw.com
Customer Name:	Customer XYZ	
Provider Name:	Provider XYZ	
CDW Affiliate:	CDW Logistics, Inc.	**Submitted By (SA/ISA):** Lindsay
Effective Date:	May 14, 2019	
Version:	1	

CUSTOMER-DESIGNATED LOCATIONS

Location(s)	**Service(s)**		
XXX Corp Drive Raleigh, NC 27617	☐ Assessment ☐ Configuration ☐ Design ☐ Implementation	☐ Knowledge Transfer ☐ Project Management ☐ Reconfiguration ☐ Reinstallation	☐ Staff Augmentation ☑ Support ☐ Training ☐ Custom Work
Click here to enter site name. Click here to enter the address.	☐ Assessment ☐ Configuration ☐ Design ☐ Implementation	☐ Knowledge Transfer ☐ Project Management ☐ Reconfiguration ☐ Reinstallation	☐ Staff Augmentation ☐ Support ☐ Training ☐ Custom Work
Click here to enter site name. Click here to enter the address.	☐ Assessment ☐ Configuration ☐ Design ☐ Implementation	☐ Knowledge Transfer ☐ Project Management ☐ Reconfiguration ☐ Reinstallation	☐ Staff Augmentation ☐ Support ☐ Training ☐ Custom Work

PROJECT SCOPE

PROJECT OVERVIEW

Provider will provide professional installation and engineering services to install and configure 4 doors of Brivo access control. Doors include: main entrance, Gym lobby, stairwell 2, and stairwell 3. Customer will rough-in Honeywell Genesis Series 18 AWG Unshielded Untwisted Multi-Conductor Cable between MDF and each door. Provider will install a card reader, rex and door sensors at each door. Provider will provide all misc. installation materials.

PROVIDER RESPONSIBILITIES

- Install access control enclosure with power supply in predetermined IDF
- Install a card reader, rex and door sensors at each door.
- Install Brivo cloud based software on customer provided computer
- Configure 4 doors of access control.
- Provide all misc. installation materials.

CUSTOMER RESPONSIBILITIES

- Rough-in Honeywell Genesis Series 18 AWG Unshielded Untwisted Multi-Conductor Cable between MDF and each door.
- Provide access to the work area during normal business hours.
- Provide 1 open ports on network switch and internet connectivity
- Provide on-site access to customer network.

ASSUMPTIONS

- Available patch panel and switch ports to support the installation
- Existing cable paths

OUT OF SCOPE

- Temporary and/or permanent power, including power strips
- Grounding and/or Bonding
- Hidden conditions
- Hazardous material abatement
- Existing code violation corrections

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Report	Test Results	Excel

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of $5,064.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 24 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Engineer – Per Hour	$211.00	24	$5,064.00
Choose a unit. – Choose a rate type.	$Rate	Units	$ 0.00
Choose a unit. – Choose a rate type.	$Rate	Units	$ 0.00
Choose a unit. – Choose a rate type.	$Rate	Units	$ 0.00
Choose a unit. – Choose a rate type.	$Rate	Units	$ 0.00
Estimated Totals		**24**	**$5,064.00**

The rates presented in Table 2 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

If an additional exhibit is necessary, insert it here, either by customizing the sample building block provided through this dropdown or selecting this orange swath and pasting in the content. If no additional exhibit is necessary, delete this section.

NOT FOR SIGNATURE

THIS DOCUMENT IS A DRAFT INTENDED ONLY FOR USE IN THE REVIEW OF TEXT APPLICABLE TO A POSSIBLE SERVICES ENGAGEMENT. IT DOES NOT CONSTITUTE A CONTRACT OR A PROPOSAL FOR A CONTRACT. THE CONTENT OF THIS DOCUMENT, AS IT MAY BE NEGOTIATED BY THE PARTIES, IS INTENDED TO BE INCORPORATED INTO A STATEMENT OF WORK, WHICH WILL INCLUDE OTHER PROVISIONS AND WHICH WILL BE GOVERNED BY ADDITIONAL TERMS AND CONDITIONS. A PARTY'S SIGNATURE OR OTHER INDICATION OF APPROVAL ON OR RELATED TO THIS DOCUMENT SHALL HAVE NO BINDING OR CONTRACTUAL EFFECT.

BUSINESS DIVERSITY IS A CORE FOCUS

At CDW, we believe Business Diversity is essential for building and maintaining a deep pool of qualified suppliers who are creative, innovative and competitive. We consider our business diversity program to be one of our signature Company initiatives and we strive to maintain one of the best programs in the industry. We believe it is a critical differentiator in our ability to continue to deliver increasingly innovative products, services and solutions to market, and to help our customers and vendor partners follow through on their own diversity commitments.

Launched in 2007, our business diversity program enables us to contribute to the economic wellbeing of all segments of the U.S. population. We are focused on creating procurement opportunities for minority business enterprises; women's business enterprises; and veteran-owned, disabled-owned and other small, disadvantaged businesses. Since inception, our program has totaled more than $17 billion in transactions with certified, small, diverse vendor partners. In 2019, CDW achieved membership in The Billion Dollar Roundtable, joining an exclusive group of U.S.-based companies that procure more than $1 billion annually from minority- and woman-owned businesses on a first-tier basis. We repeated this accomplishment in 2020.

Committed to a long-term vision of business diversity, we have formed more than 1,100 partnerships with minority-owned, woman-owned, and small, disadvantaged businesses, including product manufacturers, distributors and service providers. As part of these relationships, we invest time and resources to help our partners become stronger, more effective businesses. We offer customized training, mentoring and networking opportunities to help them address opportunities and gaps within their business. We also offer structured group programs, such as CDW-G's Small Business Partner Consortium (SBC), which helps small businesses more effectively compete for federal and state IT contracts.

By continually engaging small, diverse vendor partners, CDW spreads direct and indirect economic development to communities across our footprint, creating a far-reaching multiplier effect that ripples through the economy. We are committed to tracking and reporting on the impact of these efforts by measuring business production as well as job and wage growth. We invite you to learn more about this vitally important program and its economic impact in our annual Economic Impact Report on our website.

OUR ECONOMIC IMPACT*

CDW TOTAL PURCHASES
$2.6 billion
Total CDW purchases from small and diverse businesses

TOTAL JOBS SUPPORTED
11,739
Jobs supported at U.S. small and diverse businesses

TOTAL WAGES SUPPORTED
$937 million
Wages and benefits earned through jobs at U.S. small and diverse businesses

*Source: CDW 2020 Economic Impact Report, data provided by supplier.io

COMMITTED TO BEST-IN-CLASS BUSINESS DIVERSITY

We are honored by the awards and recognition we have received within the IT industry and the broader business and professional communities for our commitment to business diversity. These honors include:

- Billion Dollar Roundtable Excellence in Supplier Diversity, in 2019 and 2020
- 2020 Supplier Diversity Program of the Decade and Supplier Diversity Program of the Year by *Minority Business News USA* (MBNUSA)
- 2020 *U.S. Veterans Magazine* Best of the Best Supplier Diversity Program
- 2020 *Professional Woman's Magazine* Best of the Best Supplier Diversity Program
- 2020 *Black EOE Journal* Best of the Best Supplier Diversity Program
- 2020 *HISPANIC Network Magazine* Best of the Best Supplier Diversity Program

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	September 24, 2019

For Office Use Only:

20190924190300452

AFFIRMATIVE ACTION QUESTIONNAIRE

1. Our company has a federal Affirmative Action Plan approval. ☒ Yes ☐ No

If yes, please attach a copy of the plan to this questionnaire.

2. Our company has a New Jersey State Certificate of Employee Information Report. ☒ Yes ☐ No

If yes, please attach a copy of the certificate to this questionnaire.

3. If you answered "***NO***" to both questions above, No. 1 and 2, you must apply for an Affirmative Action Employee Information Report – Form AA302.

Please visit the New Jersey Department of Treasury website for the Division of Public Contracts Equal Employment Opportunity Compliance:

https://www.nj.gov/treasury/contract_compliance/

a. Click on "Employee Information Report"
b. Complete and submit the form with the ***appropriate payment*** to:

Department of Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring P.O. Box 206
Trenton, New Jersey 08625-0206

All fees for this application are to be paid directly to the State of New Jersey. A copy shall be submitted to the ESCNJ prior to the execution or award of contract.

I certify that the above information is correct to the best of my knowledge.

Name of Company/Firm CDW Government LLC

Address 230 N. Milwaukee Ave.
City, State, Zip Vernon Hills, IL 60061

Name of Authorized Agent David C. Hutchins Title VP Strategic Programs
SIGNATURE David C Hutchins Date 9/13/21

Certification **26158**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2020** to **15-MAR-2023**

THE GREAT SEAL OF THE STATE OF NEW JERSEY
LIBERTY AND PROSPERITY
1776

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS IL 60061

ELIZABETH MAHER MUOIO
State Treasurer

EEO/AA Policy Statement for CDW LLC and Subsidiaries

The Company is an equal opportunity employer that values diversity. We commit to our coworkers, applicants and community to have job opportunities open to everyone equally.

It is the policy and practice of CDW not to discriminate against any coworker or applicant based on an individual's race, color, religion, national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, military or veteran status, or any other characteristic protected by law.

Accordingly, all employment decisions shall be consistent with the principle of Equal Employment Opportunity (EEO). To implement this policy, the Company has established EEO programs and state that:

- We will recruit, hire, train and promote qualified persons in all job titles, without regard to race, color, religion, national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, military or veteran status, or any other characteristic protected by law.

- We will base employment decisions so as to further the principle of Equal Employment Opportunity.

- We will ensure that employment decisions are in accord with principles of Equal Employment Opportunity by imposing only valid job requirements.

- We will ensure that all personnel actions such as compensation, benefits, transfers, promotions, layoffs, return from layoff, Company-sponsored training, education, tuition assistance, and social and recreational programs, will be administered without regard to race, color, religion, national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, military or veteran status, or any other characteristic protected by law.

Coworkers and applicants for employment shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in filing a complaint, assisted or participated in a review, investigation, or hearing, or have otherwise sought to obtain their legal rights under, opposed any act or practice made unlawful under any Federal, State, or local EEO law, or exercised any other right protected by Federal, State, or local EEO law.

In addition to a commitment to provide equal employment opportunities to all individuals regardless of race, color, religion, national origin, age, sex, disability, sexual orientation, gender identity, genetic information, marital status, citizenship status, military or veteran status, or any other characteristic protected by law; we are committed to taking affirmative action to employ and advance in employment qualified minorities, women, individuals with disabilities, and protected veterans.

The Company and I as its Chief Executive Officer are committed to full implementation of this policy. Elizabeth Connelly, Chief Human Resources Officer and Senior Vice President, Coworker Services, has been designated to serve as the EEO Officer and is responsible for the implementation of this program and the establishment of reporting and monitoring of procedures associated with its operation. Anyone wishing to view the non-proprietary, non-confidential sections of the Affirmative Action Plan covering individuals with disabilities and veterans should contact Elizabeth Connelly, Chief Human Resources Officer and Senior Vice President, Coworker Services at the Corporate Headquarters office. If you are an individual with a disability or a veteran and would like to be included under CDW's affirmative action program, please tell us. You may inform us now or at any time in the future. CDW Coworkers may update their disability and veteran's status through PeopleSoft self-service at any time.

Christine Leahy

Christine A. Leahy
Chief Executive Officer

Elizabeth Connelly

Elizabeth H. Connelly
Senior Vice President, Chief Human Resources Officer

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Hartford District Office
WM. R. Cotter Federal Building
135 High Street, Room: 219
Hartford, CT 06103

JUL 11 2019

Christine A Leahy
CEO
CDW Government, LLC
2 Corporate Drive, Suite 800
Shelton, CT 06084-6249

Re: Compliance Evaluation of CDW Government, LLC
OFCCP Case No. R00210354

Dear Ms. Leahy:

The U. S. Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices at CDW Government, at your Shelton, CT facility.

During the compliance evaluation process we found no apparent violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (Section 4212) or Executive Order 13496. The Director of OFCCP or the Regional Director may modify this determination within 45 calendar days of the issuance of this letter.

The OFCCP appreciates the cooperation of you and your staff during the conduct of the compliance review.

Sincerely,

MARY ELLEN BENTIVOGLI
District Director
Hartford and Buffalo Offices

Cc: Katie Meckl, CWS Compliance Specialist

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Educational Services Commission of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Company CDW Government LLC Name David C. Hutchins

Signature *David C Hutchins* Title VP Strategic Programs

ASSURANCE OF COMPLIANCE

Contact with Students

There may be times during the performance of this contract, where a contracted service provider may come in contact with students of the school district. The district fully understands it obligation to provide to all students and staff members, a safe educational environment. To this end, the district is requiring all bidders to sign a statement of Assurance of Compliance, acknowledging the bidder's understanding of the below listed requirements and further acknowledging the bidder's assurance of compliance with those listed requirements.

Anti-Bullying Reporting--Requirement

When applicable, the contracted service provider shall comply with all applicable provisions of the New Jersey Anti-Bullying Bill of Rights Act—N.J.S.A. 18A:37-13.1 et seq., all applicable code and regulations, and the Anti-Bullying Policy of the Board of Education. In accordance with N.J.A.C. 6A:16-7.7 (c), a contracted service provider, who has witnessed, or has reliable information that a student has been subject to harassment, intimidation, or bullying shall immediately report the incident to any school administrator or safe schools resource officer, or the School Business Administrator/Board Secretary.

Criminal History Background Checks—N.J.S.A. 18A:6-7.1--Requirement

When applicable, the contracted service provider, shall provide to the school district prior to commencement of contract, evidence or proof that each employee assigned to provide services and that comes in **regular contact** with students, has had a criminal history background check, and furthermore, that said background check indicates that no criminal history record information exists on file for that worker. Failure to provide a proof of criminal history background check for any employee coming in regular contact with students, prior to commencement of contact, may be cause for breach of contract. See NJDOE Broadcast 9/9/19.

Pre-Employment Requirements

When applicable, all contracted service providers, whose employees have **regular contact with students**, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq. Contracted service providers are to review the following New Jersey Department of Education Office of Student Protection—Pre-Employment Resource P.L. 2018 c.5 link below for guidance and compliance procedures.

https://www.nj.gov/education/crimhist/preemployment/

Name of Company CDW Government LLC

Name of Authorized Representative David C. Hutchins

Signature David C Hutchins Date 9/13/21

(Revised: January, 2016)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at https://www.nj.gov/treasury/contract_compliance/

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting an investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Company CDW Government LLC Name David C. Hutchins

Signature *David C Hutchins* Title VP Strategic Programs

Educational Services Commission of New Jersey

Business Office

1660 Stelton Road, Floor 2
Piscataway, New Jersey 08854

Chapter 271
Political Contribution Disclosure Form

(Contracts that Exceed $17,500.00)
Ref. N.J.S.A. 19:44A-20.26

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ____(Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions

Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that __CDW Government LLC__________________________ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

Certification

I certify that the information provided above is in full compliance with Public law 2005 – Chapter 271.

Name of Authorized Agent __David C. Hutchins____

Signature __David C Hutchins__ Title __VP Strategic Programs____________

Business Entity __CDW Government LLC____

STATE OF NEW JERSEY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

Part 1

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive**. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

[X] **I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

[ ] **I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below**. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name:________________________
Relationship to Bidder/Vendor:________________________
Description of Activities:________________________

Duration of Engagement:________________Anticipated Cessation Date________
Bidder/Vendor________________________

Contact Name:________________Contact Phone Number:________

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Educational Services Commission of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Educational Services Commission of New Jersey to notify the Educational Services Commission of New Jersey in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the Educational Services Commission of New Jersey and that the Educational Services Commission of New Jersey at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): David C. Hutchins Signature: David C Hutchins

Title: VP Strategic Programs Date: 9/13/21
Bidder/Vendor: CDW Government LLC

Statement of Suspension or Debarment

STATE OF ~~NEW JERSEY~~/ Illinois
Specify, of other

COUNTY OF Lake

I, David C. Hutchins **of the (City, Town, Borough)**

of Lincolnshire **State of** Illinois **of full age,**

being duly sworn according to law on my oath depose and say that:

I am VP Strategic Programs **of the firm**

of CDW Government LLC **the Bidder**

making the Proposal for the above named projects, and that I executed the said Proposal with full authority to do so; that said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders or the State Department of Labor and Workforce Development; Prevailing Wage Debarment List as a result of action taken by any State or Federal Agency.

Name of Contractor: CDW Government LLC
(Company Name)

By: David C Hutchins
(Signature of authorized representative)

Subscribed and sworn to before me

This 13th **day of** September **, 20** 21

Melissa Goldman
(Seal) Notary Public of ~~New Jersey~~/ Illinois
Specify Other State

My Commission expires February 8, **20** 22

"OFFICIAL SEAL"
MELISSA GOLDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/08/2022

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC
Organization Address: 230 N. Milwaukee Ave.
City, State, ZIP: Vernon Hills, IL 60061

Part I **Check the box that represents the type of business organization:**

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): ______________________________

Part II **Check the appropriate box**

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***ESCNJ and/or its members*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the ***ESCNJ and/or its members*** to notify the ***ESCNJ and/or its members*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***ESCNJ and/or its members*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David C. Hutchins	Title:	VP Strategic Programs
Signature:	David C Hutchins	Date:	9/13/21

This statement shall be completed, certified to, and included with all bid and proposal submissions.
Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Part D - Questionnaire
AEPA 022 - G
Technology Catalog

Instructions
This questionnaire contains forms and requests for information required by AEPA for vendor evaluation for responsiveness and responsibility.

To submit the required forms, follow these steps:
1. Read the documents in their entirety.
2. Respondents must use Part D – Questionnaire to its capacity. Attached exhibits and/or supplemental information should be included only when requested.
3. Complete all questions.
4. Save all pages in the correct order to a single PDF format titled "***Part D – Questionnaire – Name of Company***".
5. Submit Part D, along with other required documents in Public Purchase.

The following sections will need to be completed prior to submission and submitted as one single PDF titled "Part D – Questionnaire – Name of Company":

Company Information

Name of Company:	CDW Government LLC
Company Address:	230 N. Milwaukee Ave.
City, State, zip code:	Vernon Hills, IL 60061
Website:	www.CDWG.com
Contact Person:	Lindsay Bensenhaver
Title:	Sr. Proposal Specialist
Phone:	203.851.7031
Email:	LinBens@cdw.com

Background

Note: *Generally, AEPA will not accept an offer from a business that is less than five (5) years old or which fails to demonstrate and/or establish a proven record of business. If the respondent has recently purchased an established business or has proof of prior success in either this business or a closely related business, provide written documentation and verification in response to the questions below. AEPA reserves the right to accept or reject newly formed companies based on information provided in this response and from its investigation of the company.*

This business is a: X **public company** ______ **privately owned company**

In what year was this business started under its present name? CDW LLC has been providing IT solutions since 1984. CDW Government LLC was founded as a subsidiary in 1998 to better serve our state and local government, federal, healthcare, K-12 and higher education customer base.

Under what additional, or, former name(s) has your business operated? CDW Government Inc.

Is this business a corporation? ______ **No** X **Yes. If yes, complete the following:**

Date of Incorporation:	12/31/2009
State of Incorporation:	Illinois
Name of President:	Robert F. Kirby
Name(s) of Vice President(s):	Colin B. Kebo, Christina V. Rother, Ilaria Mocciaro, Robert J. Welyki
Name of Treasurer:	Robert J. Welyki
Name of Secretary:	Frederick J. Kulevich

Is this business a partnership? X **No** ______ **Yes. If yes, complete the following:**

Date of Partnership:	
State Founded:	
Type of Partnership, if applicable:	
Name(s) of General Partner(s):	

Is this business individually owned? X **No** ______ **Yes. If yes, complete the following:**

Date of Purchase:

State Founded: __________
Name of Owner/Operator: __________

Is this business different from those identified above? X No ____ Yes
If yes, describe the company's format, year and state of origin and names and titles of the principles below.

Is this business women-owned? X No ____ Yes

Is this business minority-owned? X No ____ Yes

Does this business have an Affirmative Action plan/statement? ____ No X Yes

Business Headquarter Location

Business Address	75 Tri-State International
City, State, zip code	Lincolnshire, IL 60069
Phone	847.465.6000
How long at this address?	10 years

Business Branch Location(s)

Branch Address	*200 N. Milwuakee Ave.*
City, State, zip code	*Vernon Hills, IL 60061*
Branch Address	1850 E. Northrop Blvd. Suite 200
City, State, zip code	Chandler, AZ 85286
Branch Address	*101 N. Brand Blvd. Suite 550*
City, State, zip code	*Glendale, CA 91203*
Branch Address	4980 N. Harbor Dr. Suite 200
City, State, zip code	San Diego, CA 92106
Branch Address	*185 The West Mall Suite 1700*
City, State, zip code	*Etobicoke, Ontario M9C 5L5*
Branch Address	2 Corporate Dr. Suite 800
City, State, zip code	Shelton, CT 06484
Branch Address	*201 N. Franklin St. Floor 37*
City, State, zip code	*Tampa, FL 33602*
Branch Address	625 W. Adams
City, State, zip code	Chicago, IL 60661
Branch Address	*5636 N 2nd St.*
City, State, zip code	*Loves Park, IL 61111*
Branch Address	11711 N. Meridian St. Suite 750
City, State, zip code	Carmel, IN 46032
Branch Address	*1000 Town Center Suite 1800*
City, State, zip code	*Southfield, MI 48075*
Branch Address	4690 E. Fulton St. Suite 203
City, State, zip code	Ada, MI 49301
Branch Address	*7145 Boone Ave. N. Suite 140*
City, State, zip code	*Brooklyn Park, MN 55428*
Branch Address	3201 E. Alexander Rd.
City, State, zip code	North Las Vegas, NV 89030
Branch Address	*3 Executive Campus Suite 400*
City, State, zip code	*Cherry Hill, NJ 08002*
Branch Address	260 Industrial Way W.
City, State, zip code	Eatontown, NJ 07724

Branch Address	*450 Park Ave. S. 3rd Floor*
City, State, zip code	*New York, NY 10016*
Branch Address	9349 Waterstone Blvd. Suite 150
City, State, zip code	Cincinnati, OH 45239
Branch Address	*6450 Rockside Woods Blvd. S. Suite 120*
City, State, zip code	*Independence, OH 44131*
Branch Address	655 Metro Place S. Suite 600/601
City, State, zip code	Dublin, OH 43017
Branch Address	*5550 S. Macadam Ave. Suite 320*
City, State, zip code	*Portland, OR 97239*
Branch Address	310 Seven Springs Way
City, State, zip code	Brentwood, TN 37027
Branch Address	*5908 Headquarters Dr. Suite 400*
City, State, zip code	*Plano, TX 75024*
Branch Address	2001 Edmund Halley Dr. Suite 500
City, State, zip code	Reston, VA 20191
Branch Address	*10900 NE. 8th St. Suite 1660*
City, State, zip code	*Bellevue, WA 98004*
Branch Address	4321 W. College Ave. Suite 400
City, State, zip code	Appleton, WI 54914
Branch Address	*5520 Research Park Dr.*
City, State, zip code	*Fitchburg, WI 53711*
Branch Address	N19 W23993 Ridgeview Pkwy. W. Suite 120
City, State, zip code	Waukesha, WI 53188

If more branch locations exist, insert information here or add another sheet with the above information.

Sales History

Provide your business's annual sales for in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	**Please see note and tables below	**Please see note and tables below	**Please see note and tables below
Higher Education Institutions	**	**	**
Counties, Cities, Townships, Villages	**	**	**
States	**	**	**
Other Public Sector & Non-profits	**	**	**
Private Sector	**	**	**
Total	**	**	**

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

	2019	2020	2021 YTD
K-12 (public & private), Educational Service Agencies	**Please see note and tables below	**Please see note and tables below	**Please see note and tables below
Higher Education Institutions	**	**	**
Counties, Cities, Townships, Villages	**	**	**
States	**	**	**
Other Public Sector & Non-profits	**	**	**
Private Sector	**	**	**
Total	**	**	**

CDW•G breaks out our corporate, public, and private sector sales segments differently from the tables requested above. For example, K-12 and Higher Education sales are combined as our Education category. Government comprises state, local and federal segments, and non-profit is part of our "Other" category. Additionally, because this is a catalog bid, the requested products and services comprise our total sales data.

We have included our own tables below in order to more adequately represent our segment and category sales, respectively. Please note that "2021 YTD" is current as of the end of Q2, 6/30/21.

CDW Net Sales by Segment			
	2019	**2020**	**2021 YTD**
Corporate	$7.5B	$6.9B	$1.9B
Small Business	$1.5B	$1.4B	$483M
Public:			
Government	$2.5B	$2.9B	$513M
Education	$2.4B	$3.5B	$1.1B
Healthcare	$1.9B	$1.7B	$455M
Other	$2.2B	$2.1B	$600M
Total	**$18B**	**$18.5B**	**$5.1B**

Provide your business's annual sales for **products and services that meet this solicitation's scope of work** in the United States by the various public segments.

Hardware	**2019**	**2020**	**2021 YTD**
Corporate	$6B	$5.2B	$1.6B
Small Business	$1.3B	$1.2B	$416M
Public	$5.6B	$6.9B	$1.8B
Other	$1.6B	$1.5B	$459M
Total	**$14.5B**	**$14.8B**	**$4.2B**

Software	**2019**	**2020**	**2021 YTD**
Corporate	$1.1B	$1.1B	$268M
Small Business	$196M	$189M	$49M
Public	$1B	$982M	$243M
Other	$300M	$320M	$78M
Total	**$2.6B**	**$2.6B**	**$638M**

Services	**2019**	**2020**	**2021 YTD**
Corporate	$396M	$400M	$111M
Small Business	$29M	$32M	$11M
Public	$199M	$270M	$70M
Other	$217M	$212M	$59M
Total	**$841M**	**$914M**	**$251M**

Other	**2019**	**2020**	**2021 YTD**
Corporate	$70M	$68M	$18M
Small Business	$21M	$20M	$6M
Public	$21M	$41M	$4M
Other	$12M	$10M	$3M
Total	**$124M**	**$139M**	**$31M**

	2019	**2020**	**2021 YTD**
Grand Total	**$18B**	**$18.5B**	**$5.1B**

Work Force				
Key Contacts and Providers: Provide a list of the individuals, titles, and contact information for the individuals who will provide the following services on a national and/or local basis:				
Function	**Name**	**Title**	**Phone**	**Email**
Contract Manager	Jeff Hagen	Mgr. Program Management	813.462.4055	jeff.hagen@cdwg.com
Sales Manager	CDW•G's team of dedicated sales managers and field sales managers will support their respective customers. AEPA sales managers and their regions are provided below.			
Customer & Support Manager	Customer service is provided by account managers and field account executives by region. For the sake of brevity, we have not included the specific information of all our almost 400 education account managers and additional State and Local account managers. If AEPA members require confirmation of who their account manager is, that information may be provided upon award.			
Distributors, Dealers, Installers, Sales Reps	CDW•G's account managers will be the primary point of contact for all AEPA members and will facilitate member needs with distributors and service providers.			
Consultants & Trainers	CDW•G works with multiple consultants and trainers. If further information is needed, AEPA members can contact their respective account managers.			
Technical, Maintenance & Support Services	CDW•G's account managers are members' first point of contact to facilitate technical, maintenance and support services for AEPA agencies.			
Quotes, Invoicing & Payments	Each member agency has a dedicated account manager who will provide quote, invoice and payment support.			
Warranty & After the Sale	For manufacturer warranty, AEPA members can contact the appropriate manufacturer. If additional information is needed, AEPA members can contact their respective account managers.			
Financial Manager	Jeff Hagen	Mgr. Program Management	813.462.4055	jeff.hagen@cdwg.com

AEPA Education Sales Management Team

Name	Title	AEPA State(s)	Other States	Phone	Email
Scott Swanson	Sales Manager K12 Western States	Washington Oregon Montana Wyoming Colorado New Mexico	Alaska Nevada Arizona Utah Idaho	312.705.9525	scott.swanson@cdw.com
Mike Reorowicz	Sales Manager K12 CA North	Northern California		312.547.2196	mikereo@cdwg.com
Tim Gershon	Sales Manager K12 CA South	Southern California		312.705.8976	TIMGERS@cdw.com
Angelia Gadient	Field Sales Manager K12 California	California		206.484.5368	angela@cdwg.com
Gabe Arias	Field Sales Manager K12 West	Washington Oregon California	Arizona Utah Idaho	312.705.5686	gabe.arias@cdw.com

		Colorado New Mexico Montana Wyoming Nebraska North Dakota	South Dakota		
Caitlin Witry	Sales Manager K12 Heartland	Kansas Iowa Missouri	Oklahoma	312.547.2358	CaitW@cdw.com
Valeria Hanrahan	Sales Manager K12 North Central	North Dakota Nebraska Minnesota Wisconsin	South Dakota	312.547.2711	valeban@cdw.com
Noah Williams	Sales Manager K12 Ohio Valley	Michigan Ohio Kentucky		847.968.9717	noahwil@cdwg.com
John Buttita	Sales Manager K12 Midwest	Illinois Indiana		847.371.7126	johnbut@cdw.com
Gabriela Rubeck	Field Sales Manager K12 Midwest	Minnesota Illinois Indiana Ohio Michigan		847.749.5129	gabiper@cdwg.com
Sia Pettaras	Sales Manager K12 Gulf Coast		Arkansas Louisiana Mississippi Alabama	312.705.9388	siapett@cdw.com
Michael Swartz	Sales Manager K12 Texas	Texas		312.705.9596	michswa@cdwg.com
Kelly Mulhollan	Field Sales Manager K12 South	Texas	Arkansas Louisiana Mississippi Alabama	512.626.3787	Kelly.mulhollan@cdwg.com
Derek DellaMonica	Sales Manager K12 Keystone	Pennsylvania New Jersey		203.851.7160	deredel@cdw.com
John Skidmore	Sales Manager K12 New York		New York	203.851.7081	John.skidmore@cdwg.com
TBD	Sales Manager K12 New England	Connecticut Massachusetts	Rhode Island Vermont New Hampshire Maine		
Scott Elder	Field Sales Manager Northeast	Pennsylvania New Jersey Connecticut Massachusetts	New York	703.621.8285	Scott.elder@cdwg.com
Mike Pinto	Sales Manager K12 Atlantic	Virginia West Virginia South Carolina	Maryland Delaware North Carolina	203.851.7150	mikepin@cdw.com

Marcus Flores	Sales Manager K12 Southeast	Georgia Florida	Tennessee	312.547.2878	MarcusF@cdw.com
Shannon Day	Sales Manager HiEd Pacific	California	Hawaii	847.419.8338	shanday@cdw.com
TBD	Sales Manager HiEd West	Washington Oregon Colorado Montana Wyoming Nebraska North Dakota	Alaska Nevada Arizona Utah Idaho South Dakota		
Gabe Arias	Field Sales Manager HiEd West	Washington Oregon California Colorado New Mexico Montana Wyoming Nebraska North Dakota	Arizona Utah Idaho South Dakota	312.705.5686	gabe.arias@cdw.com
Mark Roeser	Sales Manager HiEd Gulf Coast	New Mexico Texas	Arkansas Louisiana Mississippi	312.705.0378	MarkRoe@cdw.com
Lonny Boeke	Sales Manager HiEd Dairyland	Kansas Missouri Iowa Minnesota Wisconsin	Oklahoma	312.705.3339	lonnboe@cdwg.com
Virgil Cannon, Jr.	Sales Manager HiEd Midwest	Illinois Indiana		847.968.9998	virgcan@cdw.com
Garrett Gottfried	Sales Manager HiEd Ohio Valley	Michigan Ohio Kentucky		312.705.8916	garrgot@cdw.com
Marvin Gentry	Field Sales Manager HiEd Central	Kansas Illinois Wisconsin Michigan Ohio		513.706.9661	marvgen@cdw.com
Mike Long	Sales Manager HiEd Southeast	Georgia Florida	Tennessee Alabama	312.705.2060	mikelon@cdw.com
Christopher Stacey	Sales Manager HiEd Atlantic & Keystone	Pennsylvania New Jersey Connecticut Virginia West Virginia South Carolina	Rhode Island Maryland Delaware North Carolina	203.851.7001	cstacey@cdw.com
Mike Grey	Sales Manager HiEd Northeast	Massachusetts	New York Vermont New Hampshire Maine	203.851.7197	mikeg@cdwg.com

Matt Fielding-Russell	Field Sales Manager HiEd East	Florida	North Carolina Tennessee Virginia	919.491.2991	mattrus@cdw.com

AEPA State and Local Sales Management Team

Name	Title	AEPA State(s)	Other States	Phone	Email
AJ Lucci, Jr.	Sales Manager S&L Southeast	Georgia Florida	Tennessee Alabama	866.544.2394	ajlucci@cdwg.com
Ryan Harris	Sales Manager S&L Gulf Coast	New Mexico Texas	Arkansas Louisiana Mississippi	312.547.2163	ryanharr@cdw.com
Stephanie Bishop	Sales Manager S&L Northwest	Washington Oregon Montana Wyoming Colorado Nebraska North Dakota	Nevada Utah Idaho South Dakota	877.325.2912	stepbis@cdw.com
Luke Anderson	Sales Manager S&L Pacific	California	Alaska Arizona	847.419.7416	lukeand@cdwg.com
Joe Goodwin	Sales Manager S&L Atlantic	South Carolina Virginia West Virginia	North Carolina Maryland Delaware	312.705.0248	joegoo@cdw.com
Josh Kurian	Sales Manager S&L North Central	Kansas Missouri Iowa Minnesota Wisconsin	Oklahoma	312.705.0352	joshkur@cdwg.com
Mike Truncone	Sales Manager S&L Keystone	Pennsylvania New Jersey Connecticut	Rhode Island	866.769.8471	mike@cdwg.com
Paul Somers	Sales Manager S&L Great Lakes	Michigan Illinois Indiana Ohio Kentucky		312.705.9567	paulsom@cdwg.com
Terrance Miller	Sales Manager S&L Northeast	Massachusetts	New York Vermont New Hampshire Maine	203.851.7106	termil@cdw.com
Pat O'Brien	Field Sales Manager S&L East	Florida Georgia South Carolina Virginia West Virginia	Alabama Tennessee North Carolina Maryland Delaware	847.571.0690	patobri@cdwg.com
Dave Stephens	Field Sales Manager S&L West	Washington Oregon Montana	Nevada Arizona Utah	801.336.6841	dstephens@cdwg.com

		Wyoming Colorado Nebraska North Dakota	Idaho South Dakota		
Jason Schwartz	Field Sales Manager S&L California	California		877.325.0934	jasons@cdw.com
Tom Stein	Field Sales Manager S&L Central	New Mexico Texas Kansas Missouri Iowa Minnesota Wisconsin Illinois Kentucky Indiana Michigan Ohio	Oklahoma Louisiana Mississippi Arkansas	847.312.4004	tomstie@cdwg.com
Andrew Arenella	Field Sales Manager S&L Northeast	Pennsylvania New Jersey Connecticut Massachusetts	New York Rhode Island Vermont New Hampshire Maine	203.851.7180	Andrew.arenella@cdwg.com

**CDW•G does not break out coworker counts by title or job function per location. We have provided a coworker count by location current as of June 30, 2021, which includes both sales and non-sales coworkers. In addition, on the previous pages we provided a complete listing of our K-12 sales team per each applicable state to demonstrate coverage for all AEPA Member Agencies.

Sales Force: Provide total number and location of salespersons employed by your business in the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Number of Sales Reps**	City	State
95	Appleton	Wisconsin
14	Atlanta	Georgia
8	Boston	Massachusetts
243	Chandler	Arizona
147	Cherry Hill	New Jersey
1908	Chicago	Illinois
20	Cinncinnati	Ohio
28	Cleveland	Ohio
77	Dallas	Texas
7	Denver	Colorado
53	Detroit	Michigan
184	Eatontown	New Jersey
2	Evansville	Indiana
27	Grand Rapids	Michigan
10	Houston	Texas
47	Indianapolis	Indiana
200	Las Vegas	Nevada
1236	Lincolnshire	Illinois

23	Los Angeles	California
218	Madison	Wisconsin
3	Miami	Florida
55	Milwaukee	Wisconsin
75	Minneapolis	Minnesota
24	Nashville	Tennesee
30	New York	New York
3	Philadelphia	Pennsylvania
2	Phoenix	Arizona
57	Portland	Oregon
7	Raleigh	North Carolina
22	Rockford	Illinois
16	San Diego	California
8	San Francisco	California
19	Seattle	Washington
212	Shelton	Connecticut
3	St. Louis	Missouri
91	Tampa	Florida
1051	Vernon Hills	Illinois
130	Washington	D.C.
10	Wausau	Wisconsin

Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

After contract award and execution of a contract, the CDW•G Program Management team will work with AEPA members to transition to the new iteration of the contract in our system and announce to the Sales teams. As a longtime supplier to AEPA members, CDW•G is confident that our sales force is already quite familiar with the details of this contract and are already geared up to implement upon execution. Nevertheless, the Program Manager will conduct trainings for the sales account teams supporting AEPA members on terms and deliverables of the new agreement. Sales enablement training will cover contract scope, membership and new contract requirements so that they can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with any relevant, newly developed collateral to inform members.

What is your company's plan, if your company were awarded the contract, to service up to 29 states. Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

CDW•G supplies products and services to customers in all 50 states. Our headquarters are just outside of Chicago, IL., and we have over 30 local branch offices throughout the United States and Canada. These branches provide both sales and services support from CDW•G's sales force and badged technical resources. A list of our offices can be found below.

The ability to serve AEPA members across the country is supported by our regional sales structure, our extended services network, and our distribution capabilities.

Regional Sales Structure

As AEPA's member base continues to grow in the U.S., your ideal partner on this contract will be able to keep up as a valued provider to your diverse membership. Beyond blanketing members with sheer numbers, AEPA's ideal partner should also be aligned with the nuances of your members' industry sectors and procurement environments; able to offer specialized support to help members meet their goals; and to fulfill this contract's full potential.

At CDW•G, we organize our sales force differently from other companies in order to best serve our customers. First, we form account teams knowledgeable about the unique public sector customers they support. These account teams serve customers exclusively within their sector, which closely match up with AEPA's member base: K-12 Education, Higher Education, and State & Local Government entities. The advantage to this model is that our account managers become experts within their sector, able to respond to the very specific needs of each.

For example, our account managers in education are knowledgeable in FERPA and other privacy laws, and our account managers in State & Local Government track applicable laws to the states they serve. Within each sector, CDW•G's sales force is then divided into twelve geographic regions across the United States. This model combines our vast resources as a Fortune 500 company with a personalized presence right in the neighborhood – leveraging our resources to implement local initiatives. As a result, the CDW•G sales force is aware of and prepared to support the local landscape in a way that is unmatched by personnel at both small local companies and traditional, national companies.

CDW•G also utilizes teams of field sellers, Field Account Executives and Advanced Technology Account Executives, to enhance our coverage beyond our office locations. **Field Account Executives** work in tandem with AEPA member account managers and CDW technology and solution specialists to provide valuable consulting services and outstanding sales support. Field Account Executives can arrange to visit member sites for business reviews, solution and services consultation, white board sessions and other meetings, on a regular basis or as needed, to ensure a high level of customer satisfaction. **Advanced Technology Account Executives** are experts in CDW's advanced technology services, having led teams designing and deploying complex IT solutions for many CDW customers.

Services Network

Supporting CDW•G's sales force in providing value to AEPA members is an extensive service force, made up of in-house service professionals that span coast to coast. CDW•G provides a unique combination of both in-house resources and outsourced services from qualified subcontractors to assist with projects across a wide range of technologies and solutions. Whether members are looking for imaging, managed services, software migrations, maintenance or onsite installations, CDW•G is able to provide AEPA members with the best possible resources to ensure maximum satisfaction and to save members both time and money.

In addition to our local branches, we have over 1,100 services professionals and a fast-growing network of trusted service and solutions partners. In fact, because of our national scale, CDW•G is able to identify areas of emerging need for AEPA members and then ramp up our expertise and resourcing in those areas.

Distribution

In addition to offices located in every region of the United States, CDW•G also has two state-of-the-art distribution centers strategically located for the fastest possible service. Our 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, serves customers east of the Mississippi River, while our 513,000-square-foot distribution center located in North Las Vegas, NV, primarily serves customers in the western regions of the country. These distribution centers are strategically located to allow us to ship your products to your members quickly and cost-effectively.

Additionally, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.

Approach to Disruptions During Pandemic

AEPA members are well served by CDW•G's experience handling complex deployments for the largest school districts in the country. We have deployed devices nationwide, and we have the logistics capabilities to get devices to your member organizations, even in adverse conditions.

When AEPA members needed to quickly deploy device rollouts to enable distance learning, they leaned on CDW•G to scope, design, and ship solutions in quick order. When the facilities expecting these shipments were closed without advance warning, CDW•G worked closely with AEPA members to reroute packages and ensure the essential deliveries were received. Our teams successfully rerouted hundreds of shipments until receipt of acknowledgement. As the situation continues to evolve, our teams remain in contact with our carrier partners to provide updates and continue to leverage member input and requirements to inform our company-wide strategic buying decisions.

Our longevity and stability also play an important role in helping customers navigate through unpredictable and difficult circumstances. Many vendors can state how they helped a customer successfully achieve IT objectives, but far less have the wherewithal and the integrity to guide customers through unprecedented economic and global crises. This is because these efforts often involve significant time, expense, and resources on behalf of the vendor. However, our dedication to our customers transcends any short-term losses. When we invest in a customer, it is for the long haul. We understand that how we deal with adversity impacts how and when we succeed.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the evolving stages of the COVID-19 crisis. Because CDW•G plays a critical role in continuing to supply IT products and services to our customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability.

Additionally, we have implemented sales and purchasing standards to address extended lead times and shortages. Since we carry an array of products, our sales teams have been trained to consider alternate sourcing methods and products to minimize lead times while addressing customers' needs. We leverage our expertise to offer innovative options. In this way and many others, CDW•G goes above and beyond mere fulfillment; we strive to be a true solutions provider for our customers.

Furthermore, we have applied stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

The economic impact of COVID-19 is already shaping up to be globally significant across all sectors. While the full impacts are yet undetermined, the world remains vigilant of potential ripple effects. AEPA members deserve a financially stable vendor who can help them to withstand this hardship by working diligently to minimize the impact. CDW•G has a proven track record of financial stability and is currently assisting AEPA members through the coronavirus pandemic.

Products, Services & Solutions

Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

IT contracts, especially cooperatives, must offer members access to the advisors, subject matter experts, and resources that can help them navigate their options and select the right solution. Users require much more than quick fulfillment and competitive pricing. They need a partner who offers the attention and expertise to design and implement the best procurement and IT solution for their needs.

Effective solutions extend well beyond the quoting and ordering process. AEPA members require vendors who consider the full lifecyle of the solution. Moreover, customers require a vendor who considers and assesses the customer's entire IT ecosystem, IT support staff, and their long-term goals. With this information, the vendor can collaborate with the customer to orchestrate a comprehensive yet adaptive strategy that not only delivers on members' current needs but anticipates future shifts in technology. Only then will the solution address the evolving needs of the customer. Only then will the vendor be truly relevant to the customer.

This approach requires significant time and investment upfront from a vendor. As a result, many default to being a reactive, transactional partner. However, at CDW•G we believe this holistic approach is necessary to the success of our customers' IT initiatives. We take the time to understand the customers' entire infrastructure and their needs – establishing rapport and positioning CDW•G as a long-term solutions provider. Equipped with our broad portfolio and technology expertise, we ensure the customer's IT needs are addressed across their entire IT ecosystem. On behalf of AEPA and its members, we are able to uncover new areas for IT investment and growth.

Extensive Product Catalog

AEPA members will continue to have access to CDW•G's full product catalog, comprising over 250,000 items from over 1,000 brands, including Lenovo, Samsung, Cisco, Microsoft and HP (a full list can be viewed here). Our broad product catalog spans the following categories:

- Desktop computers
- Notebook/mobile devices
- Chromebooks
- NetComm products
- AV
- Power, cooling & racks
- Data storage/drive
- Enterprise storage
- Servers & server management
- Cart & office equipment
- Printing & document scanning
- Client-custom configurations
- Software
- Collaboration hardware
- Computer displays
- Cables
- Accessories

Additionally, members can continue purchasing from our ever-evolving services catalog. As AEPA's member base continues to grow in the U.S., your ideal partner on this contract will offer thorough, localized service coverage to meet the high standards of responsiveness that members have to come to expect on our existing contract.

Professional Services

CDW Services offer AEPA an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. CDW is ranked No. 5 on CRN's 2021 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue.

Our deep expertise across a full range of integrated technology solutions backed by deep industry specialization allows us to provide flexible, end-to-end services to your members. Our on-demand resources provide the assistance and scale your IT team needs — freeing them up to focus on delivering bottom-line value and innovation.

We get that every IT solution is unique, and that its delivery must be customized to meet your specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers and project managers will work with you to **design, orchestrate and manage** solutions that meet your needs and help you reach your IT goals.

From configuration and maintenance to advanced engagements across infrastructure, workspace, security and support, CDW has the expertise you need to help with everything. Our technical support and professional services experts, architects and engineers give your IT team the time and focus they need to turn IT into a competitive advantage.

Digital Velocity Solutions
In today's competitive market, the speed of digital priorities is critical to success. With the technical complexities of today's environment, organizations struggle to stay relevant and make progress. CDW's full-stack engineering services team focuses on digital transformation from code to cloud, and data center to database.

Our DVS catalog comprises the following:

<u>On Premises Agility: Automated Infrastructure</u>
- Hybrid, Full Stack
- Data Center to Cloud
- DevOps
- Automated Deployments
- Workload On-Ramps
- Assessment & Enablement

<u>Take Control of Your Cloud: Hybrid/Multi-Cloud</u>
- Cloud Center of Excellence (CCOE)
- Cloud Networking
- Security/Compliance
- Cloud On-Ramps
- Cloud Migration
- Automation IaC

<u>Accelerate Digital Transformation: Modern Software Engineering</u>
- PaaS Strategy
- UI and Mobile
- IoT & Management
- App Modernization
- Container Orchestration
- Monolith to Microservice

<u>Leverage Your Data: DataOps & Artificial Intelligence/Machine Learning</u>
- AI/ML
- Big Data
- Visualization
- Data Warehouse
- Data Pipelines
- Contact Center AI

With more than 250 engineers and two of the world's 20 Google Cloud Fellows on staff, CDW is your trusted, technical services partner when results and velocity matter. Our expertise includes Certified Kubernetes Architects to Cisco DevNet Professionals behind a full-stack software development practice.

ServiceNow
CDW ServiceNow Solutions (SNS) is an Elite Partner and an Authorized Trainer with ServiceNow, and is an accredited ITIL® training organization. In 2019, CDW formed SNS by acquiring Aptris, an IT Service Management leader since 2003. Our team of over 100 service management professionals possess a depth of knowledge and commitment to customer success that has resulted in multiple industry awards and a leading CSAT score of over 9.5 out of 10. With customers ranging from Fortune 500 companies to some of the nation's leading healthcare organizations and higher education institutions, we have the experience to help you succeed with your ServiceNow initiatives.

IT Service Management: Upgrade to fully automated IT and business services with cloud-based ITSM
IT Operations Management: Enhance visibility, prevent service outages, and maximize operational agility
Security Operations: Align security and IT to prioritize and resolve threats based on business impact
Customer Service Management: Transform customer service management by connecting people and processes
Human Resources: Streamline your HR delivery, freeing you up to focus on people, not processes

CDW can provide demos, project mapping, budget projections—anything to help you fill in the gaps. Plus, if you decide to go with ServiceNow, we have implementation packages designed to get you up and running quickly using best practice methodologies focused on fast time-to-value.

Configuration Services
AEPA members can continue to rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug and play deployment. Our configuration services are performed within our distribution centers, allowing for streamlined processing and shipment. CDW•G is able to roll out 2,600,000 products every year - more than 10,000 custom units a day.

Our configuration team can provide many services, including:

- **Hardware Integration:** Including installation of memory, hard drives, NIC cards, video cards and a variety of other components.
- **Software Configuration:** Your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- **Custom Imaging:** Including image creation, maintenance and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- **Rack Configuration:** We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs and PDUs into a rack structure, then cable and label before shipping.
- **Mobility Services:** We configure and activate your tablets, phones, handhelds and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- **Custom Laser Engraving:** Your logos and other important information can be engraved onto notebooks, mobile devices and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- **Asset Tagging and Reporting:** You have the option to use CDW/CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for U.S. Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW Account Center.
- **Network and Security Device Configuration:** We configure firewalls, routers, switches, access points and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade; uploading master configuration files; configuration of IP address, subnet mask and default gateway. All customization is based on your organization's unique specifications.

- **Burn-in Services:** We run your devices for 12 hours or more to ensure all components are working properly.
- **Custom Packaging:** This includes kitting, palletization, inserts and welcome letters and box labeling.
- **Buy and Hold Services:** This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW handles the configurations, customizations, logistics and shipping requirements to ensure your pre-defined deployment schedule is met.

Evolving Catalog to Meet Evolving Member Needs

As we have all seen over the past decade, and especially in just the past few years, technology is changing at an accelerated pace. Furthermore, technology is changing in ways that represent fundamental paradigm shifts. Adding the complexity of a cooperative and its evolving members' needs requires a knowledgeable vendor and a dynamic solutions portfolio. While the depth and breadth of a vendor's portfolio is important, it is just as important that a vendor offer a portfolio that proactively and efficienctly integrates new and emerging technology solutions. At CDW•G, we differentiate ourselves by offering an adaptive solution model that does just that.

Research and Development

CDW•G has over 20 years of experience in delivering IT services for our public sector customers. During that time, we have made a substantial investment in training our services personnel, maintaining our OEM certifications, and developing new services. Our Services Offerings are supported by over 130 coworkers in our Research and Development (R&D) division. R&D works closely with customers, OEM partners, and our sales team to maintain the relevance of our current offerings while developing the next generation of services the market expects from a leading provider. Our quarterly updated Service Catalog is an ever-growing document showcasing our vast range of services offered to customers. As technology is constantly changing, CDW•G is refreshing and adding new services.

Acquisitions

Over the past 20+ years, CDW•G's technology infrastructure solutions have stayed in line with emerging technologies. Keeping up with those technologies, such as collaboration solutions, cloud, mobility and virtualization, has been a major aspect of our ability to grow as a company. We have actively expanded our catalog, certifications and solutions to address the latest developments in technology, including cloud, IoT, drones and esports, in order to support the changing needs of our customers. In addition, we have dedicated CDW•G resources aligned to these solution areas to help our customers understand and implement them.

Part of this growth includes a number of recent acquisitions in order to expand our technology and service capabilities in order to meet customer needs.

- In October of 2019, CDW acquired **Aptris, Inc.**, a distinguished IT service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. To further support our ServiceNow practice, CDW also acquired assets of **Aeritae**, a ServiceNow Elite Partner, in December 2020.

- In July of 2020, CDW acquired **IGNW**, a leading provider of cloud-native services, software development and data orchestration capabilities. This line of our services is now known as **CDW Digital Velocity Solutions**. and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation.

- In March of 2021, CDW acquired **Amplified IT**, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets.

- In August of 2021, CDW acquired **Focal Point Data Risk**, a leading provider of cybersecurity services with customers across a diverse set of industries.

Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

Distribution

Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

With CDW•G, AEPA members receive a unique combination of national reach with a local feel. Our first step in serving our customers nationally and regionally is utilizing our office branches around the country and our two distribution centers. In order to fill in any gaps in our own network and ensure our customers receive local attention, we enlist our wide network of product distributors and service providers.

National Reach

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products, at the right value, right when you need them. We have access to over 250,000 products from over 1,000 technology manufacturers, and our two distribution centers are strategically located to provide timely, nationwide delivery on both sides of the Mississippi River.

CDW•G maintains strategic relationships with our original equipment manufacturer (OEM) partners and distributors in order to receive detailed insight into supply chain availability, manufacturing delays, distribution shortages and overstocks, as well as any other disruptions related to supply and demand variability. We often secure additional inventory to offset any known supply issues when needed. We warehouse increased inventory above and beyond our typical run rates within our two massive distribution centers (approximately 1 million square feet). CDW•G also utilizes numerous distribution channel relationships, allowing us the flexibility to change suppliers when the need occurs.

Effective purchasing and inventory management are key elements of our business strategy that result in safe and secure IT hardware and software for our customers. Our management information systems, purchasing systems, radio frequency based cycle counting system and use of vendor stock balancing allow us to minimize our investment in inventory and to reduce inventory discrepancies and the risk of obsolescence.

We conduct quarterly business reviews with our top suppliers and distribution partners to communicate any outstanding issues. We have developed supplier scorecards for our suppliers to drive service expectations and accountability, which directly relates to the customer buying experience. These scorecards have greatly improved service levels and are driving process improvement initiatives throughout the supply chain with many partners. CDW•G has a replenishment program with specific criteria for each manufacturer that takes lead-time into consideration when placing orders as well as monitors return rates to look for quality issues. CDW•G purchases products in volume when practical and stores the oversupply in our overstock locations. In this way, we can pass along volume discount savings to our customers, and the products are available for immediate shipment. We also offer staging options in which we can warehouse specific items, release them on a rollout schedule and guarantee stocking position.

In the event that a major partner is unable to continue doing business with CDW•G under any circumstance, we have a very detailed vendor loss plan as a part of our business continuity of operations planning.

From another perspective, we mitigate risk by being able to substitute customer-approved like products when the channel experiences shortages. If vendor XYZ runs into an unforeseen supply fluctuation, your account team is trained to know which products are equal in price and performance. Among the nation's top resellers, CDW•G offers the greatest array of product offerings.

National Services Support

CDW•G performs professional services across the country, ranging from simple client system deployments to more robust Data Center and Network Infrastructure implementations. Our professional services team—over 1,000 professionals strong—deploys out of 26 U.S. locations to deliver the personal service that helps you understand and meet your business and technology needs.

When implementation services are required for any specific project, the account team and a Field Solution Architect will engage a **CDW•G Service Engineer**. CDW•G Service Engineers have extensive experience working with top manufacturers including Cisco, EMC, HP, IBM, NetApp, Microsoft, and VMware. They are extremely knowledgeable about the latest technologies and have important insight regarding the best approach to successful implementation. CDW•G's large team of highly-trained service engineers implement complete scalable solutions nationwide.

CDW•G believes that a well-defined project structure is important and key to the success of an engagement, which is why Project Managers are a crucial component of our services team. **CDW•G's Project Management Methodology** provides a roadmap to the processes, roles and checkpoints that govern work with our customers from proposal development through service delivery. Your Project Manager will be a leader and team builder, consistently marshalling resources to ensure project value is delivered, expectations are exceeded, and timelines and budgets are met. Our techniques recognize that delivering excellent technical solutions requires attention not only to technical matters, but careful leadership of people, processes and technology.

Regional Support and Local Attention - Partner Network Coordination

To remain agile and ensure customer relevance, CDW•G maintains an intricate network of sourcing and services partners. In doing this, we increase our resources and the options available to AEPA's members. We have several sourcing avenues and services possibilities to address the myriad needs that typify AEPA's assorted and geographically dispersed members.

We realize members have a unique set of needs that require resolute and dedicated advisement and coordination. Utilizing the partner networks below, our account teams collaborate with their customers to configure the optimal partner network that augments our capabilities while addressing customer-specific requirements.

Distribution Partners

At CDW•G, we have blended the best of our OEM's and distribution partners' fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment. To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company.

Service Partners

Currently CDW•G has strong alliances with approximately 600+ services providers across the nation who provide consultants and engineers to complement CDW-badged services projects. We choose our partners carefully and selectively enabling us to focus on developing strong relationships with only the most competent providers.

Diverse Business Partners

At CDW•G, we embed diversity and inclusion into the fiber of everything that we do. We ensure that all stakeholders have the resources required to perform at their highest level. To us, our efforts toward equity extend well beyond our employees and our organization; it is a social must.

CDW•G, not being a diverse prime, has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model with AEPA members. This offers members the same CDW•G experience and access to resources while striving toward an equitable and inclusive society.

Toward this aim, CDW•G is pleased to collaborate with Betis Group, V3Gate, and Liquid PC.

Betis

Betis Group, Inc. is an ISO 9001:2015 certified Information Technology, systems engineering, and systems integration company. Since 1995, they've provided government and private sector clients with exceptional performance on IT service contracts. Regarding product sourcing, Betis Group partners with the top distributors in the channel. This offers AEPA members access to a variety of secure avenues for product distribution and delivery.

Betis Group also offers outstanding value for IT products as a certified Diverse Supplier with the following certifications:

- National Minority Supplier Development Council – Capital Region
- Certified BEP/MBE/SWAM in Illinois, NYC, Maryland, Massachusetts, New York, North Carolina, Tennessee, Texas, and Virginia

Betis has gained an abundance of experience across multiple government, healthcare and education industry contracts. They leverage their partnerships with OEMs and distributors to obtain and deliver products. Additionally, they enhance these solutions with their services portfolio. Through their expertise, partnerships, and commitment to their customers, Betis has established impactful, strategic relationships with their customers.

Given the breadth of services and products Betis offers, CDW•G will collaborate with Betis on large orders, projects, and services opportunities to determine alignment with Betis' product and services catalog.

Liquid PC

Founded in 2000, Liquid PC is a women-owned global distributor and a trusted advisor to a large variety of diverse product companies across multiple industries, including virtualization, security, business productivity, and licensing software. While headquarterd in the historic seaport city of Portsmouth, NH, Liquid PC supports businesses in all 50 states and beyond. Their mission is to diversify, uphold excellent customer service, and maintain their small business culture and employee growth while continuing to evolve their business processes to adapt to the best practices of the industry. They have grown every year since inception–with over 30% growth since 2012—because their time-tested business model and distribution proficiency puts their vendors and reseller partners first.

Liquid PC's business certifications include:

- Certified as a Woman Owned Small business with the U.S. Small Business Administration
- Certified as a Women's Business Enterprise with the Women's Business Enterprise National Council

Liquid PC takes exceptional pride in their long-standing relationships with a large quanitity of OEM partners, and they are activey signing on new vendors and manufacturers weekly.

Liquid PC strives to build and maintain strong relationships with all parties: partners, resellers, customers and employees. Their customer service focus emphasizes building relationships and providing personalized service.

V3Gate

Overview

A Service-Disabled Veteran-Owned Small Business (SDVOSB; US VA) and Minority-owned Business Enterprise (MBE; NMSDC), V3Gate specializes in emerging technologies that help customers simplify their infrastructures, reduce costs, and create a more agile IT environment. Established in 2007, V3Gate was co-founded by their CEO, Oscar Valdez, Jr. A former Army Major and contracting officer, Oscar and the V3Gate team have achieved impressive results since their inception. These achievements include the following:

- CRN Solution Provider 500

- Great Place to Work 2020
- Inc. 5000, 2016-2021
- Washington Technology Top 100
- Vet 50 2019-2020
- Deltek GovWin Top COVID Solution Provider

Philosophy/Capabilities
With a mission centered around authenticity, accountability, and community, V3Gate has been able to deliver results for customer sector customers. Their core competences center around Identity Management, Software-Defined Data Center, Audio Visual Solutions, and Data Management.

CDW•G Partnership
When CDW finds promising suppliers, we invite them to participate in trainings, mentorships, and the small business consortium. We also introduced them to suppliers and partners. This is how we build long term relationships that our customers and suppliers can rely on. V3Gate's relationship with CDW began not as a supplier, but as a customer when V3Gate began sourcing from CDW for its contracts. In 2008, CDW encouraged V3Gate to participate in CDW-G's Small Business Partner Consortium.

Under the mentorship of CDW's Supplier Diversity Team, V3Gate quickly integrated into the CDW ecosystem, becoming an integral link in our supply chain. During our partnership, CDW has witnessed V3Gate's impressive ascendance in the IT channel – typified by accelerated growth in their business. From 2014 to 2020, V3Gate's revenue multiplied 75 times, demonstrating the power of their business philosophy and customer centric nature.

Social Consciousness
V3Gate's business philosophy is so much more than the revenue they generate or the partnerships they form. Ultimately, their culture is driven to generate positive outcomes for all stakeholders in the communities they serve. As noted earlier, V3Gate infuses authenticity and respect into their core business. However, this extends well beyond their day-to-day operations.

Putting their mission into action, they formed the V3Gate foundation in March 2021 to formalize all their charitable initiatives. This foundation was designed to raise money for organizations that support veterans and their families. Fully ran by V3Gate employee volunteers, the foundation has already raised over $20,000 toward their cause.

Conclusion
We have been proud to partner with V3Gate based on their commitment to their customers, dedication to their community, and passion for growth and innovation. We look forward to leveraging the CDW•G and V3Gate partnership on behalf of AEPA and its members.

Service/Support and Distribution Centers: Provide the type (service/support or distribution) and location of centers that support the United States by completing the following: *(To insert more rows, hit the tab key from the last field in the State column.)*

Center Type	City	State
Service/support and Distribution	Vernon Hills	Illinois
Service/support and Distribution	Las Vegas	Nevada
Service/support	Lincolnshire	Illinois
Service/support	Chandler	Arizona
Service/support	Glendale	California
Service/support	San Diego	California
Service/support	Shelton	Connecticut

Service/support	Tampa	Florida
Service/support	Chicago	Illinois
Service/support	Rockford	Illinois
Service/support	Indianapolis	Indiana
Service/support	Detroit	Michigan
Service/support	Grand Rapids	Michigan
Service/support	Minneapolis	Minnesota
Service/support	Cherry Hill	New Jersey
Service/support	Eatontown	New Jersey
Service/support	New York	New York
Service/support	Cincinnati	Ohio
Service/support	Cleveland	Ohio
Service/support	Columbus	Ohio
Service/support	Portland	Oregon
Service/support	Nashville	Tennessee
Service/support	Dallas	Texas
Service/support	Reston	Virginia
Service/support	Bellevue	Washington
Service/support	Appleton	Wisconsin
Service/support	Madison	Wisconsin
Service/support	Milwaukee	Wisconsin

Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

We expect our vendor partners to maintain high standards of business ethics, integrity, environmental, health and safety compliance, and respect for human rights. These expectations are spelled out in The CDW Way Code, our Partner Guide and our Position on Human Trafficking and Slavery (California Supply Chains Act and U.K. Modern Slavery Act).

CDW•G has adopted a systematic approach to validate partner authorizations, certifications, and performance history. Cognizant of customer experience, we have created an integration process that fosters ongoing communication and engagement between the CDW•G Account Team, Supplier Diversity Team and our partner network. We enable partners and evaluate performance to ensure they meet customer expectations.

To be considered for onboarding at CDW•G, organizations must:
1. Be sponsored by a CDW•G Director.
2. Have been in business for at least two years.
3. Possess a Dun & Bradstreet number.
4. Have 80% of employees classified as W2 workers.
5. Fill a gap relative to CDW's technology or a CDW•G vertical.
6. Be able to certify financially stability.
7. Have a sales pipeline/customer demand.
8. Undergo CDW•G field team technical vetting and approval.
9. Be reviewed and then approved by CDW's Product and Partner Management Department.

CDW•G delivers service by means of own engineers as well as through a network of service providers with whom we have long-term, ongoing relationships. Partner selection is based upon such criteria as price, responsiveness, quality, geographic reach, available skill-set, length of project and overall customer satisfaction. We choose our partners carefully and selectively enabling us to focus on developing strong relationships with only the most competent providers.

Additionally, we launched our Supplier Diversity Program in 2007 to proactively identify and integrate diverse business partners into our network. Supported by a team of CDW•G coworkers, this program facilitates the entire diverse partner experience with CDW•G including partner identification, vetting, onboarding, integration, and maintenance. Acting as a strategic overlay, this program offers business opportunities for our diverse partners while maintaining quality and customer experience on behalf of AEPA members.

CDW•G offers best in class freight solutions utilizing industry well known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload) and local messenger services. All carriers are required to have the following:

- Uniform Delivery Drivers
- On-line tracking
- Performance metrics that align with CDW's requirements (on-time delivery and claims)
- Logistics infrastructure to handle high volume shipper
- Customer Service support 7 days a week, 24 hours a day
- Carry required insurance coverage
- Statistical reporting to identify shipping characteristic changes
- Security certifications such as TAPA (Technology Asset Protection Association) , C-TPAT (Customs-Trade Partnership Against Terrorism)
- EDI capabilities – Tracking number and ASN updates
- Ability to process quotes through high volume TMS (Transportation Management System) platform such as ConnectShip.

Carrier's performance is monitored daily; each carrier receives a monthly report card that grades their performance based on key performance metrics that drive supply chain efficiency and the customer facing experience.

Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

Company	Address	Website	Operating Location	Services
EKC Enterprises, Inc.	3860 N Winery Ave Fresno, CA 93726	http://ekccorp.com/	Operate in California, Arizona, Oregon, Colorado, Texas, Washington, Nevada, New Mexico	Cabling, AV Installation
MJP Technologies, Inc.	6085 King Dr. Unit 102 Ventura, CA 93003	https://mjp.net/	Operate in California, Nevada, Arizona	Desktop/Notebook services, Disaster Recovery, Onsite services, servers and cloud
Lets Think Wireless	26 Chapin Rd, Suite 1112 PO Box 628 Pine Brook, NJ 07058	http://www.ltw.com/	Fulfills services in Northeastern US	Systems integrator, specializing in network, wireless and security technologies

CTCI	152 Huron Ave., Clifton, New Jersey 07013	http://www.ctcitechnology.com/	Fulfill services in Northeastern US	Audio Visual - IT Infrastructure - Security
Pierson (PCCI)	6 N Frederick Street, Mechanicsburg, PA 17055	http://pierson.it/	Fulfills services across the mid-Atlantic and New England	Infrastructure Installations - Classroom Technology - Project Management - Project Staffing
NetQ Multimedia	919 Route 33, Suite 52 Freehold, New Jersey 07728	http://netqmedia.com/	Fulfills services in New Jersey	Structured cabling solutions
ATC Tech Solutions, LLC	297 Westwood Dr #107 West Deptford, NJ 08096	http://www.atctechsolutions.com/	Operate nationally	Voice and data solutions
CentricsIT	3140 Northwoods Pkwy Norcross, GA 30071	http://www.centricsit.com/	Operate nationally	Cabling, Rack & Stack, AV Installation, Wireless, Data Center Installations.
Traversa Solutions	1920 Abrams Pkwy, #317 Dallas, TX 75214	http://www.traversa.net/	Operate nationally	Wireless survey and installations, Rack & Stack, LAN/WAN Networking
All Information Systems	1815 S. Meyers Rd. Oakbrook Terrace, IL 60181	www.aislabs.com	Operate nationally	Rack & Stack, Networking Installation, Datacenter Installation, AV, Wireless, Cabling
Betis Group Inc.[1]	1451 Dolly Madison Blvd Ste 230 McLean, VA 22101-3847 USA	https://betis.com/	Fulfills services in NY, MA, CO, VA, TX, TN, IN, FL	Product sourcing and implementation services
V3Gate[1,2]	Colorado 555 Middle Creek Pkwy · Suite 120 Colorado Springs, CO 80921 DC Metro 11921 Freedom Dr · Suite 500 Reston, VA 20190	https://www.v3gate.com/	Fulfills services in AZ, CA, CO, ID, NM, TN, VA	Identity Management, Software-Defined Data Center, Audio Visual Solutions, and Data Management.
Liquid PC[3,4]	124 Heritage Avenue, Portsmouth, NH 03801	https://www.liquidpc.com/	Fulfills services in AZ, PA, IL, NY, VA, CA, OR, TX, MI, WI	Product sourcing

1 - MBE, 2 - SDVOSB, 3 - WBE, 4 - SBE

If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Equity in business is not nice to have; it's a moral imperative. It's not enough for an organization to have a supplier diversity plan. Long gone are the days of performative antics. Customers want business partners who are striving toward true equity and actual local/regional impact. At CDW•G, we've developed our Supplier Diversity Program with the evolving customer landscape leading the charge.

We maintain a robust network of regional and local business partners to the meet the unique demands of customers across states and segments. True impact requires purposeful, proactive coordination and integration with our partners. To many vendors, this equals more work and more investment. So many of our customers turn to one vendor to fulfill all of their supplier diversity requirements. Instead, we choose to represent the essence of supplier diversity initiatives by working with customers to create business models that create true impact.

In fact, between March 2018 and June 2021, we partnered with several partners to generate over $150m in diverse spend through our existing AEPA contracts. These include partners with the following statuses:

- Women Business Enterprise
- Small Disadvantaged Business
- Veteran-Owned Busines
- Small Business Enterprise

If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

AEPA members require IT solutions sourced through authorized vendors and secure supply chains. Additionally, members desire a uniformed experience and a focused and quality level of support from their vendor. Finally, members require a vendor with an expanded portfolio of IT solutions to address their varying needs.

The broad scope of the resulting contract offers nearly limitless flexibility in technology solutions and services for members, yielding limited predictability of the amount and type of business members will generate over the life of the contract. As a result, we propose a three-pronged approach to leveraging local businesses and M/WBE companies to meet the needs of partipating agencies.

1. First, we intend to position a pre-qualified subset of partners as featured in our response to the distribution portion of Part D.
2. If these partners are unable to meet the requirements of the partipating agency, we maintain a network of comprised of over 1,000 diverse, underutilized, and small partners. We will leverage this network to create a unique partner model to meet the needs of the specific participating agency.
3. Finally, as members' needs dictate and/or evolve, we will proactively identify and integrate new partners into our network to accommodate these requirements.

We believe this approach offers a clear steps allows us to remain flexible in supporting members' needs through the most appropriate and capable partner.

If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Company Name	Address	Operating Location	Services	Certification

Betis Group Inc	1451 Dolly Madison Blvd Ste 230 McLean, VA 22101-3847 USA	Fulfills services in NY, MA, CO, VA, TX, TN, IN, FL	Product sourcing and implementation services	National Minority Supplier Development Council – Capital Region Certified BEP/MBE/SWAM in Illinois, NYC, Maryland, Massachusetts, New York, North Carolina, Tennessee, Texas, and Virginia
Liquid PC	124 Heritage Avenue, Portsmouth, NH 03801	Fulfills services in AZ, PA, IL, NY, VA, CA, OR, TX, MI, WI	Product sourcing	Certified as a Woman Owned Small business with the U.S. Small Business Administration Certified as a Women's Business Enterprise with the Women's Business Enterprise National Council
V3Gate	Colorado 555 Middle Creek Pkwy · Suite 120 Colorado Springs, CO 80921 DC Metro 11921 Freedom Dr · Suite 500 Reston, VA 20190	Fulfills services in AZ, CA, CO, ID, NM, TN, VA	Identity Management, Software-Defined Data Center, Audio Visual Solutions, and Data Management.	A Service-Disabled Veteran-Owned Small Business (SDVOSB; US VA) and Minority-owned Business Enterprise (MBE; NMSDC)

Marketing

Key Marketing Contact(s): List the name(s), title(s) and contact information of the business's key national and regional marketing office(s). *To insert more rows, hit the tab key from the last field in the Email column.*

Name	Title	Phone	Email
Jeff Hagen	Mgr. Program Management	813.462.4055	jeff.hagen@cdwg.com
Lauren Bull	Manager, Field Marketing	847.968.0257	lbull@cdw.com

Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences in Fiscal Year 2019– 2020 (July 1 – June 30). List all conventions, conferences, and other events at which this company exhibited.

CDW•G participated in a number of tabletop exhibits with our partners throughout 2019 and 2020, marketing relevant technologies. Please see list below.

Activity Name	Drop Date	Event Location City/State
IT Seminar Security Seminar (K-12)	1/1/2020	NA, Not Applicable
Microsoft Roadshow Q1 EDUWINS Seminar (CSM)	1/1/2020	TBD, Not Applicable
Partner Event Adobe Gov't Symposium Seminar (All-G)	1/1/2020	TBD, Not Applicable
Partner Event Q1 Palo Alto Network Seminar (CSM)	1/1/2020	San Francisco, California
PCARD Transactions Tradeshow (CSM)	1/1/2020	N/A, Not Applicable
Partner Event Q1 IBM Command Center Seminar (CSM)	1/2/2020	TBD, Not Applicable
Customer Hosting Complete Classroom Hosting (K-12)	1/6/2020	Peoria, Illinois
FETC Tradeshow (K-12)	1/14/2020	Miami, Florida
Customer Hosting Complete Classroom Hosting (K-12)	1/21/2020	Kansas City, Missouri
Customer Event CDW HPE CA Seminar (StateLocal)	1/22/2020	Sacramento, California
Midwest Mobile Device Seminar (K-12)	1/22/2020	Lincolnshire, Illinois
Customer Hosting Complete Classroom Hosting (K-12)	1/23/2020	Farmington, Arkansas
TASA Tradeshow (K-12)	1/26/2020	Austin, Texas

AFCEA Cyberspace Tradeshow (Federal)	2/3/2020	Colorado Springs, Colorado
TCEA Tradeshow (K-12)	2/3/2020	Austin, Texas
Federal Tradeshow (Federal)	2/4/2020	Colorado Springs, Colorado
Digital Government Summ Tradeshow (StateLocal)	2/5/2020	Sacramento, California
Ohio eTech Tradeshow (K-12)	2/11/2020	Columbus, Ohio
Partner Event State and L Seminar (StateLocal)	2/11/2020	Dallas, Texas
Regional Dinner MR Seminar (CSM)	2/11/2020	Portland, Oregon
Executive Summit ProtectIT Conference (CSM)	2/12/2020	San Antonio, Texas
NCSI Germany Series Tradeshow (Federal)	2/12/2020	TBD, Not Applicable
Casino Night Dallas Hosting (Healthcare)	2/13/2020	Dallas, Texas
Regional Dinner CTWUW Seminar (CSM)	2/13/2020	Newport Beach, California
Regional Dinner MR Seminar (CSM)	2/20/2020	Denver, Colorado
PETE & C Tradeshow (K-12)	2/23/2020	Pittsburgh, Pennsylvania
Customer Briefing THRIVE Conference (Healthcare)	2/24/2020	Louisville, Kentucky
IDEA IDEAcon (Formerly ICE) Tradeshow (K-12)	2/24/2020	Schaumburg, Illinois
RSA Conference Tradeshow (CSM)	2/24/2020	San Francisco, California
Regional Dinner MR Seminar (CSM)	2/25/2020	Atlanta, Georgia
Regional Dinner TTCE Seminar (CSM)	2/27/2020	Raleigh, North Carolina
Customer Hosting Brainstorm Custom Hosting (K-12)	3/1/2020	Wisconsin Dells, Wisconsin
Brainst Tradeshow (K-12)	3/1/2020	Wisconsin Dells, Wisconsin
AFCEA West Tradeshow (Federal)	3/2/2020	San Diego, California
Digital Government Summ Tradeshow (StateLocal)	3/5/2020	McLean, Virginia
Regional Dinner CDW Diff Women & Di Seminar (CSM)	3/5/2020	Tampa, Florida
HIMSS Tradeshow (Healthcare)	3/9/2020	Orlando, Florida
ED Tech Expo Seminar (K-12)	3/11/2020	Tarrytown, New York
Macul Tradeshow (K-12)	3/11/2020	Grand Rapids, Michigan
Regional Dinner UPFTF Seminar (CSM)	3/12/2020	Austin, Texas
CoSN Tradeshow (K-12)	3/16/2020	Washington DC
CUE Tradeshow (K-12)	3/19/2020	Palm Springs, California
Regional Dinner TTCE Seminar (CSM)	3/19/2020	Miami, Florida
Aruba Atmosphere Tradeshow (CSM)	3/22/2020	Las Vegas, Nevada
HIMSS Virtual Tradeshow (Healthcare)	3/24/2020	N/A, Not Applicable
Microsoft Roadshow STEAMinecraft i Seminar (K-12)	3/24/2020	Albany, New York
Regional Dinner UPFTF Seminar (CSM)	3/24/2020	Houston, Texas
Microsoft Roadshow Complete Collab Seminar (K-12)	3/25/2020	Albany, New York
Microsoft Roadshow Complete Collab Seminar (K-12)	3/26/2020	Stafford, Texas
Regional Dinner MR Seminar (CSM)	3/26/2020	Boston, Massachusetts
InfoSec Conference (CSM)	3/30/2020	Orlando, Florida
Customer Event CDW Healthcar Seminar (Healthcare)	4/1/2020	Bandon Dunes, Oregon
Microsoft Roadshow Q2 EDUWINS Seminar (CSM)	4/1/2020	TBD, Not Applicable
Partner Event Adobe Digital Gover Seminar (All-G)	4/1/2020	TBD, Not Applicable
Partner Event Q2 Palo Alto Network Seminar (CSM)	4/1/2020	Dallas, Texas
PCARD Transactions Tradeshow (CSM)	4/1/2020	N/A, Not Applicable
Symantec Government Symposium S Tradeshow (All-G)	4/1/2020	TBD, Not Applicable

Regional Dinner CDW Diff Women & Di Seminar (CSM)	4/2/2020	New York City, New York	
Microsoft Roadshow Complete Collab Seminar (K-12)	4/3/2020	Irving, Texas	
NAEP National Assoc. of Edu Tradeshow (Higher Ed)	4/5/2020	Nashville, Tennessee	
TAGITM Tradeshow (StateLocal)	4/14/2020	San Antonio, Texas	
Webinar Microsoft ITS Virtual Event (CSM)	4/15/2020	Virtual, Not Applicable	
Regional Dinner CTWUW Seminar (CSM)	4/16/2020	Pittsburgh, Pennsylvania	
Regional Dinner MR Seminar (CSM)	4/16/2020	Seattle, Washington	
Executive Summit Future of Work Conference (CSM)	4/20/2020	Las Vegas, Nevada	
Executive Summit Virtual Future Conference (CSM)	4/20/2020	Virtual, Not Applicable	
Digital Government Summ Tradeshow (StateLocal)	4/21/2020	Frankfort, Kentucky	
Regional Dinner MR Seminar (CSM)	4/21/2020	St. Louis, Missouri	
Microsoft Roadshow Shift to the Mo Seminar (K-12)	4/22/2020	Norwalk, Connecticut	
Regional Dinner MR Seminar (CSM)	4/23/2020	Charlotte, North Carolina	
Microsoft Roadshow Shift to the Mo Seminar (K-12)	4/27/2020	Stafford, Texas	
Red Hat Summit Tradeshow (CSM)	4/27/2020	San Francisco, California	
AFCEA Belvoir Tradeshow (Federal)	4/29/2020	Oxon Hill, Maryland	
Microsoft Roadshow Shift to the Mo Seminar (K-12)	4/29/2020	Irving, Texas	
Digital Government Summ Tradeshow (StateLocal)	5/1/2020	Trenton, New Jersey	
Advisory Board Conference (CSM)	5/3/2020	Austin, Texas	
ServiceNow K20 ServiceNow K20 Tradeshow (CSM)	5/3/2020	Orlando, Florida	
Dell World Tradeshow (CSM)	5/4/2020	Las Vegas, Nevada	
DOE NLIT Tradeshow (Federal)	5/4/2020	Brooklyn, New York	
IBM Think Tradeshow (CSM)	5/4/2020	San Francisco, California	
ACPE NW Tradeshow (K-12)	5/6/2020	Welches, Oregon	
US Courts IT Conference Tradeshow (Federal)	5/6/2020	Miami, Florida	
Digital Government Summ Tradeshow (StateLocal)	5/7/2020	Brooklyn, New York	
Coretrust Tradeshow (Non-Profit)	5/11/2020	Nashville, Texas	
Digital Government Summ Tradeshow (StateLocal)	5/12/2020	Tallahassee, Florida	
Regional Dinner MR Seminar (CSM)	5/12/2020	Plano, Texas	
Regional Dinner TTCE Seminar (CSM)	5/14/2020	New York City, New York	
Argentum Tradeshow (Healthcare)	5/18/2020	Tampa, Florida	
COSN Virtual Virtual Event (K-12)	5/19/2020	N/A, Not Applicable	
Regional Dinner CTWUW Seminar (CSM)	5/19/2020	Boston, Massachusetts	
Regional Dinner TTCE Seminar (CSM)	5/21/2020	Nashville, Tennessee	
Digital Government Summ Tradeshow (StateLocal)	5/27/2020	Phoenix, Arizona	
Digital Government Summ Tradeshow (StateLocal)	5/28/2020	Linthicum, Maryland	
Regional Dinner TTCE Seminar (CSM)	5/28/2020	Phoenix, Arizona	
Cisco Live Tradeshow (CSM)	5/31/2020	LAas Vegas, Nevada	
Sales Bootcamp Conference (Federal)	6/1/2020	Washington DC	
St Jude's Darius & Friends B Hosting (Healthcare)	6/1/2020	Nashville, Tennessee	
AFCEA Defensive Cyber Ops Sym Tradeshow (Federal)	6/2/2020	Baltimore, Maryland	
Cisco Live Virtual Virtual Event (CSM)	6/2/2020	N/A, Not Applicable	
Digital Government Summ Tradeshow (StateLocal)	6/2/2020	Austin, Texas	
Regional Dinner MR Seminar (CSM)	6/2/2020	Philadelphia, Pennsylvania	

Classy Collaborative Class Tradeshow (Non-Profit)	6/9/2020	Boston, Massachusetts
Digital Government Summ Tradeshow (StateLocal)	6/9/2020	Chicago, Illinois
Digital Government Summ Tradeshow (StateLocal)	6/11/2020	Salem, Oregon
Regional Dinner MR Seminar (CSM)	6/11/2020	Orange County, California
Customer Hosting Chicago Hap Hosting (Non-Profit)	6/15/2020	Chicago, Illinois
VeeamON Tradeshow (CSM)	6/17/2020	Las Vegas, Nevada
VeeamOn Virtual Virtual Event (CSM)	6/17/2020	N/A, Not Applicable
Webinar Microsoft ITS Virtual Event (CSM)	6/17/2020	Virtual, Not Applicable
Executive Summit Core to Cloud S Conference (CSM)	6/18/2020	Boston, Massachusetts
National Sheriff Associ Tradeshow (StateLocal)	6/22/2020	Tampa, Florida
Digital Government Summ Tradeshow (StateLocal)	6/23/2020	Nashville, Tennessee
Discover HPE Tradeshow (CSM)	6/23/2020	Las Vegas, Nevada
Forcepoint SASE CyberSummit V Virtual Event (CSM)	6/23/2020	N/A, Not Applicable
HPE Discover Virtual Virtual Event (CSM)	6/23/2020	N/A, Not Applicable
InfoSec World Virtual Virtual Event (CSM)	6/23/2020	N/A, Not Applicable
Premier Annual Meeting Pre Tradeshow (Healthcare)	6/23/2020	TBD, Not Applicable
CTO Clinic Virtual Virtual Event (K-12)	6/24/2020	N/A, Not Applicable
Regional Dinner TTCE Seminar (CSM)	6/25/2020	Tarrytown, New York
Video Meet-Up NY Rangers Alum Virtual Event (CSM)	6/29/2020	N/A, New York
Nutanix.NEXT Tradeshow (CSM)	6/30/2020	Chicago, Illinois
Advisory Board Engage Local Sell Conference (CSM)	7/1/2019	TBD, Not Applicable
GAMEIS Tradeshow (K-12)	7/1/2019	Savannah, Georgia
IT Summit Security Seminar (K-12)	7/1/2019	TBD, Not Applicable
Microsoft Roadshow Q3 EDUWINS Seminar (K-12)	7/1/2019	TBD, Not Applicable
Partner Event CDWG Cisco Seminar (StateLocal)	7/1/2019	Atlanta, Georgia
Partner Event CDWG Cisco Seminar (StateLocal)	7/1/2019	Milwaukee, Minnesota
PCARD Transactions Tradeshow (CSM)	7/1/2019	N/A, Not Applicable
Customer Hosting THRIVE Hosting (Healthcare)	7/9/2019	Louisville, Kentucky
TETA Tradeshow (K-12)	7/9/2019	Collierville, Tennessee
Regional Dinner CTWUW Seminar (CSM)	7/11/2019	Livonia, Michigan
NCSI Germany Series Tradeshow (Federal)	7/15/2019	Germany, Not Applicable
Baseball Customer event at C Hosting (Healthcare)	7/16/2019	Cleveland, Ohio
Juniper Hosting (Federal)	7/16/2019	Del Mar, California
Technology Semina Technology Seminar (Non-Profit)	7/16/2019	Lincolnshire, Illinois
Regional Dinner CTWUW Seminar (CSM)	7/18/2019	Atlanta, Georgia
Regional Dinner TTCE Seminar (CSM)	7/23/2019	Portland, Oregon
Partner Event Dell EMC Test Dri Seminar (Federal)	7/24/2019	Albuquerque, New Mexico
HealthTrust University Con Tradeshow (Healthcare)	7/29/2019	Nashville, Tennessee
Regional Dinner MR Seminar (CSM)	8/1/2019	Valley View, Ohio
IT Seminar Googlefest Seminar (K-12)	8/6/2019	Detroit, Michigan
Tech & Learning: Tech Forum Tabletop (Higher Ed)	8/8/2019	Boulder, Colorado
Google NEXT Tradeshow (K-12)	8/9/2019	Chicago, Illinois
Digital Government Summ Tradeshow (StateLocal)	8/14/2019	St Paul, Minnesota
Regional Dinner CTWUW Seminar (CSM)	8/14/2019	New York, New York

Regional Dinner UPFTF Seminar (CSM)	8/15/2019	Cary, North Carolina
DoDIIS Tradeshow (Federal)	8/18/2019	Tampa, Florida
AFCEA Technet Augusta Tradeshow (Federal)	8/19/2019	Augusta, Georgia
Executive Summit MR Conference (CSM)	8/19/2019	Philadelphia, Pennsylvania
Regional Dinner CTWUW Seminar (CSM)	8/21/2019	San Diego, California
AFITC Tradeshow (Federal)	8/26/2019	Montgomery, Alabama
VMWorld Tradeshow (CSM)	8/26/2019	San Francisco, California
Digital Government Summ Tradeshow (StateLocal)	8/27/2019	Los Angeles, California
Regional Dinner UPFTF Seminar (CSM)	8/27/2019	Seattle, Washington
Digital Government Summ Tradeshow (StateLocal)	8/28/2019	Raleigh, North Carolina
Regional Dinner TTCE Seminar (CSM)	8/29/2019	Dallas, Texas
NGAUS Tradeshow (Federal)	8/30/2019	Denver, Colorado
Digital Government Summ Tradeshow (StateLocal)	9/1/2019	Lansing, Michigan
Digital Government Summ Tradeshow (StateLocal)	9/4/2019	Richmond, Virginia
Cisco Connect Cisco Connect Tradeshow (CSM)	9/5/2019	Atlanta, Georgia
Regional Dinner TTCE Seminar (CSM)	9/5/2019	Scottsdale, Arizona
Digital Government Summ Tradeshow (StateLocal)	9/9/2019	Sacramento, California
Sales Bootcamp Healthcare Conference (Healthcare)	9/9/2019	Chicago, Illinois
Cisco Connect Cisco Connect Tradeshow (CSM)	9/12/2019	Chicago, Illinois
Digital Government Summ Tradeshow (StateLocal)	9/12/2019	Albany, New York
Dell Tradeshow (Federal)	9/12/2019	Washington DC
Sales Bootcamp Marketing Conference (Non-Profit)	9/16/2019	Chicago, Illinois
Modern Day Marine Tradeshow (Federal)	9/17/2019	Quantico, Virginia
Regional Dinner MR Seminar (CSM)	9/19/2019	Tampa, Florida
Digital Government Summ Tradeshow (StateLocal)	9/23/2019	Atlanta, Georgia
Regional Dinner MR Seminar (CSM)	9/24/2019	Grand Rapids, Michigan
Regional Dinner UPFTF Seminar (CSM)	9/24/2019	Boston, Massachusetts
Regional Dinner UPFTF Seminar (CSM)	9/25/2019	Nashville, Tennessee
Cisco Connect Cisco Connect Tradeshow (CSM)	9/26/2019	St Louis, Missouri
Regional Dinner UPFTF Seminar (CSM)	9/26/2019	Denver, Colorado
Advisory Board Engage Local Sell Conference (CSM)	10/1/2019	TBD, Not Applicable
Advisory Board Conference (Healthcare)	10/1/2019	TBD, Not Applicable
Cent for Digital Ed Superintende Tradeshow (K-12)	10/1/2019	Phoenix, Arizona
Customer Hosting Dell Federal M Hosting (Federal)	10/1/2019	Washington DC
Grace Hopper Tradeshow (CSM)	10/1/2019	TBD, Not Applicable
IT Summit Security Seminar (K-12)	10/1/2019	TBD, Not Applicable
Microsoft Roadshow Q4 EDUWINS Seminar (K-12)	10/1/2019	TBD, Not Applicable
Partner Event MPower Cybersecurity Seminar (CSM)	10/1/2019	TBD, Not Applicable
PCARD Transactions Tradeshow (CSM)	10/1/2019	N/A, Not Applicable
Customer Event AIM for Esport Seminar (Higher Ed)	10/7/2019	Chicago, Illinois
MOREnet M3 Tradeshow (K-12)	10/7/2019	Osage Beach, Missouri
Partner Event Palo Alto Networks HQ Seminar (CSM)	10/7/2019	San Francisco, California
Cisco Connect Cisco Connect Tradeshow (CSM)	10/8/2019	Washington DC
Regional Dinner TTCE Seminar (CSM)	10/8/2019	Ft. Lauderdale, Florida

	Cisco Connect Cisco Connect Tradeshow (CSM)	10/10/2019	New York, New York	
	Digital Government Summ Tradeshow (StateLocal)	10/10/2019	Columbus, Ohio	
	HVAR Oregon IT HVAR Promo Seminar (StateLocal)	10/10/2019	Salem, Oregon	
	Commvault Go Tradeshow (CSM)	10/14/2019	Denver, Colorado	
	EDUCAUSE Tradeshow (Higher Ed)	10/14/2019	Chicago, Illinois	
	Ado Conference (Federal)	10/16/2019	Washington DC	
	Cisco Connect Cisco Connect Tradeshow (CSM)	10/17/2019	Phoenix, Arizona	
	Partner Event Cloud Thought Seminar (Healthcare)	10/17/2019	Grand Rapids, Michigan	
	Regional Dinner UPFTF Seminar (CSM)	10/17/2019	Pittsburgh, Pennsylvania	
	Long Island Conference (K-12)	10/18/2019	Long Island, New York	
	Digital Government Summ Tradeshow (StateLocal)	10/19/2019	Denver, Colorado	
	NCSI Italy Series Tradeshow (Federal)	10/22/2019	Italy, Not Applicable	
	Regional Dinner MR Seminar (CSM)	10/22/2019	Houston, Texas	
	Regional Dinner TTCE Seminar (CSM)	10/22/2019	Atlanta, Georgia	
	Ed Spaces Tradeshow (K-12)	10/23/2019	Milwaukee, Wisconsin	
	IT Showcase Point of Care Sh Seminar (Healthcare)	10/23/2019	Dallas, Texas	
	MassCue Tradeshow (K-12)	10/23/2019	Foxborough, Massachusetts	
	Customer Hosting Inegrator HPE Hosting (Federal)	10/24/2019	San Diego, California	
	Partner Event Meraki Customer Road Seminar (K-12)	10/24/2019	Dallas, Texas	
	Regional Dinner CTWUW Seminar (CSM)	10/24/2019	Raleigh, North Carolina	
	IACP Tradeshow (StateLocal)	10/26/2019	Chicago, Illinois	
	LeadingAge Tradeshow (Healthcare)	10/27/2019	San Diego, California	
	Digital Government Summ Tradeshow (StateLocal)	10/28/2019	Brooklyn, New York	
	NetApp Insight Tradeshow (CSM)	10/28/2019	Las Vegas, Nevada	
	NYG Tradeshow (Federal)	10/28/2019	Brooklyn, New York	
	Digital Government Summ Tradeshow (StateLocal)	10/29/2019	Springfield, Illinois	
	S Conference (Higher Ed)	10/29/2019	Bloomington, Illinois	
	CHIME Fall CIO Forum Tradeshow (Healthcare)	11/3/2019	Phoenix, Arizona	
	Adobe Max Tradeshow (CSM)	11/4/2019	Los Angeles, California	
	Digital Government Summ Tradeshow (StateLocal)	11/4/2019	Madison, Wisconsin	
	Microsoft Roadshow Modern Device M Seminar (K-12)	11/4/2019	Waco, Texas	
	MSFT Ignite Tradeshow (CSM)	11/4/2019	Orlando, Florida	
	HECC Tradeshow (K-12)	11/6/2019	Indianapolis, Indiana	
	Digital Government Summ Tradeshow (StateLocal)	11/7/2019	Olympia, Washington	
	JNUC Conference JNUC 2019 Confere Tradeshow (CSM)	11/11/2019	Minneapolis, Minnesota	
	TribalNet Tradeshow (Federal)	11/11/2019	Nashville, Tennessee	
	CETPA Tradeshow (K-12)	11/12/2019	Anaheim, California	
	Customer Hosting THRIVE Hosting (Healthcare)	11/12/2019	Louisville, Kentucky	
	Microsoft Roadshow Complete Classr Seminar (K-12)	11/12/2019	Fort Collins, Colorado	
	Regional Dinner UPFTF Seminar (CSM)	11/12/2019	Costa Mesa, California	
	Cisco Connect Cisco Connect Tradeshow (CSM)	11/13/2019	Massachusetts	
	Cisco Connect Cisco Connect Tradeshow (CSM)	11/13/2019	Denver, Colorado	
	Microsoft Roadshow Complete Classr Seminar (K-12)	11/13/2019	Aurora, Colorado	

IT Showcase Clinical Mobilit Seminar (Healthcare)	11/14/2019	Seattle, Washington
Microsoft Roadshow Complete Classr Seminar (K-12)	11/14/2019	Colorado Springs, Colorado
Regional Dinner UPFTF Seminar (CSM)	11/14/2019	Charlotte, North Carolina
AFCEA Alamo ACE Tradeshow (Federal)	11/18/2019	San Antonio, Texas
Cisco Connect Cisco Connect Tradeshow (CSM)	11/18/2019	Minneapolis, Minnesota
Digital Government Summ Tradeshow (StateLocal)	11/18/2019	Boston, Massachusetts
Digital Government Summ Tradeshow (StateLocal)	11/18/2019	Tallahassee, Florida
AFCEA TechNet Asia Pacific Tradeshow (Federal)	11/19/2019	Honolulu, Hawaii
Partner Event CDWG Cisco Seminar (StateLocal)	11/20/2019	Orange County, California
Cisco Connect Cisco Connect Tradeshow (CSM)	11/21/2019	Orlando, Florida
Digital Government Summ Tradeshow (StateLocal)	11/21/2019	Austin, Texas
Regional Dinner TTCE Seminar (CSM)	11/21/2019	Seattle, Washington
NYSCATE Tradeshow (K-12)	11/24/2019	TBD, New York
Cisco Connect Cisco Connect Tradeshow (CSM)	12/3/2019	Dallas, Texas
Cisco Connect Cisco Connect Tradeshow (CSM)	12/5/2019	Kansas City, Kansas
Cisco Connect Cisco Connect Tradeshow (CSM)	12/5/2019	San Jose, California
Partner Event CDWG Cisco Seminar (StateLocal)	12/5/2019	Raleigh, North Carolina
Regional Dinner MR Seminar (CSM)	12/5/2019	Dallas, Texas
Regional Dinner MR Seminar (CSM)	12/5/2019	Phoenix, Arizona
Regional Dinner CTWUW Seminar (CSM)	12/10/2019	Miami Beach, Florida
Cisco Connect Cisco Connect Tradeshow (CSM)	12/12/2019	Nashville, Tennessee
Digital Government Summ Tradeshow (StateLocal)	12/12/2019	New York, New York
Digital Government Summ Tradeshow (StateLocal)	12/12/2019	Henderson, Nevada
Sales Bootcamp Marketing Conference (Non-Profit)	12/17/2019	Chicago, Illinois
Partner Event CDWG Cisco Seminar (StateLocal)	12/19/2019	Atlanta, Georgia

Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

AEPA Differentiation

With over 45% growth from 2018 to 2020 alone, CDW•G has successfully marketed this contract as a current provider. Our success in this regard has been due to highlighting the inherent differentiators of AEPA itself.

AEPA structures their contracts differently from many other contracting entities. First, AEPA ensures a broad technology portfolio of products and services through a single agreement. Secondly, AEPA is dedicated to identifying the most qualified vendor to support the needs of their participating agencies which differs from some contract structures that award all compliant bidders which adds complexity for the contract users and discourages hands-on, consultive customer support from vendors. Third, AEPA has crafted a contract structure that incorporates all of the benefits of cooperative purchasing while simultaneously accommodating the specific needs of each state through their participating agencies. AEPA's model proactively establishes the necessary agreements to facilitates business for the 29 participating states. Taken together, these differentiators generate the following benefits for users:

- Ease of use through a single agreement – source all technology solutions through a single contract
- Exceptional user experience via qualified vendor support model and full lifecyle resources
- Reduced complexity in day-to-day purchasing operations – one vendor for fulfillment vs. several
- Assured compliance with state-specific procurement guidelines
- No additional administrative work to use agreement – users can leverage the agreement right away

AEPA's Technology Catalog is unique in that it affords increased benefits through its collective buying power of the 29 participating states but it maintains the local feel and consideration that SLED customers require. Taken together, this message is how we intend to continue differentiating AEPA.

Cooperative Marketing. Describe ways in which your company will collaborate with AEPA Member Agencies in marketing the resulting contract. Submit any supplemental materials as PDFs and title it Exhibit B – Marketing Plan.

- Process on how the contract will be launched to current and potential agencies.
- The ability to produce and maintain in full color print advertisements in camera-ready electronic format, or electronic advertisements, including company logos and contact information.
- Anticipated contract announcements, planned advertisements, industry periodicals, other direct or indirect marketing activities promoting the AEPA awarded contract.
- How the contract award will be displayed/linked on the Respondent's website.

AEPA's success, including continued growth and widespread contract utilization, requires an integrated approach, one that effectively maintains current members while simultaneously expanding contract sales and member count without sacrificing customer support. Upon contract award, we intend to implement the marketing intiatives outlined below.

Launch Initiatives through Sales (Awareness)

The first step in our awareness and transition plan is to train our salesforce on the new agreement. Sales enablement training will cover contract scope, membership and new contract requirements so that they can not only inform their customers, but also help them to navigate the new landscape. Our sellers will then be equipped with relevant collateral to inform members.

Such collateral includes digital emails, as well as digital and printed documents. Collateral will communicate the details of the new agreement, reiterate the benefits of the contract vehicles, and showcase products, services, and solutions available to members. Once trained, our account team will drive awareness through call and email campaigns to aid current members transition seamlessly to the new agreement.

Our strategy is twofold. First, will will ensure business continuity for our current customers bymakingsure they are promptly aware of the new contract so that we transition smoothly into the next agreement. Second, we want to increase awareness and adoption in order to promote net new growth. Our sales force can communicate with members immediately given their in-depth knowledge of the contract and robust customer network.

Contract Growth

CDW•G will help to recruit new members through enablement and engagement activities that showcase the benefits of the AEPA and CDW•G partnership. We will collaborate with members to optimize their utilization of the contract through contract portfolio consolidation and technology expansion efforts. Aiding customers in consolidating their contract portfolio into a few, or even one contract, removes complexity and positions the Technology Catalog contract as a a single source for members' technology needs. CDW•G can aid this effort through our extensive sales presence, comprehensive product portfolio, and dedicated Business Development team.

However, targeting members who understand and have adopted emerging technology ignores a, potentially, substantial subset of members. Some members may shy away from new technology adoption as they lack the necessary technical resources and the ability to forecast risks. In response to this increased complexity, CDW•G has segment specific resources can help members expand their technology portfolio by assisting with strategic planning, implementation, and management of major technology initiatives.

Ongoing Marketing & Engagement

This entails a two-pronged approach in which CDW•G will launch a communications plan and leverage in-market events to interact with and educate members. Content will focus on the administrative and strategic value of utilizing the AEPA Technology Catalog contract. Additionally, content will focus on educating customers on the emerging tech trends in their respective segments, as well as the practical implications for implementation while offering access to our segment-specific resources for further consultation. We have several marketing solutions that we can leverage for this ongoing communication effort. These include:

- Digital and printed materials and advertisements
- Customer webinars and events
- Publications
- Corporate Communications
- Omnichannel marketing across social media platforms
- Artificial intelligence and smart marketing
- Custom contract premium page for the resulting agreement: AEPA022

More information on these marketing solutions can be found in our attached Marketing Plan, Exhibit B.

Environmental Initiatives

Describe how your products and/or services support environmental goals.

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

CDW has a goal to maintain a 90% or better diversion rate to keep waste out of landfills, and we outperformed that goal for the second straight year in 2020. Over the last five years, our U.S. distribution centers have recycled:

- 2,688 tons of packaging material
- 8,252 tons of cardboard
- 603 tons of paper
- Thousands of wood and plastic pellets

Smarter Packaging Solutions

At our distribution centers, we have successfully refined a number of our packaging processes to address environmental considerations where possible, while still meeting and exceeding customer expectations. Our solutions include:

- Using and reusing our vendor partners' packaging when possible, minimizing the need for additional packaging materials when fulfilling customer orders
- Redesigning our cartonization process to utilize algorithms that consider dimensional fit (a more accurate method than volume fit), which enables us to use the least amount of packaging possible
- Using envelope shippers that are 100% recyclable and provide warehouse and shipping space efficiencies
- for small items

Additionally, our pick-pack shipping containers are made from the maximum allowable amount of post-consumer recycled material and are 100% recyclable. We continue to work with our vendor partners and logistics suppliers to evaluate opportunities for smarter packaging solutions that maximize both product protection and material efficiencies.

PrintReleaf Empowers Customers to Protect Global Forestry

Through our Printer Supplies Program, CDW customers are offered complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through:

- Ongoing measurement of paper consumption
- Custom paper footprint and forest impact insights
- Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing

Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 342 million standard pages of paper consumption by supporting the reforesting of more than 41,000 trees.

Indicate if your company has any products in your offering that have any third-party environmental certifications.

ISO 14001:2015 Certification

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

All CDW distribution centers hold ISO 14001 certification, the international standard for Environmental Management. These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.

Certified Products

CDW•G supplies products that meet applicable **EPEAT** and **Energy Star** requirements. Due to our manufacturer relationships we can quickly respond to specific requests and requirements based on both EPEAT and Energy Star. CDW•G assists customers in determining environmentally preferable products in support of Executive Order 13101 through a number of ways, including:

- The CDW•G website specifications for each product details if the products are EPEAT and/or Energy Star compliant and specific power consumption data, where available
- Providing a portfolio of manufacturers that are committed to producing environmentally friendly technology and that have programs and policies that support their commitment
- Offering products that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products

Describe the business's "green" objectives (i.e. LEED, reducing footprint, etc.).

Environmental Responsibility
CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Energy Management
As our business continues to grow, we are committed to regular evaluation of our energy needs and continuous improvement in the energy efficiency of our operations. This enables us to deliver meaningful environmental benefits while providing cost savings to the organization.

Our offices and distribution centers have installed efficient energy systems and solutions, including:

- Energy-efficient lighting solutions, including indoor and outdoor LED lighting
- Motion sensor lighting and conveyor systems that turn off in response to inactivity
- "Smart" HVAC systems that adjust according to business hours and seasonal temperatures
- Water consumption solutions, including rainwater harvesting efforts in the U.K. and environmentally friendly water heaters in the U.S.

Carbon Emissions
At CDW, we look for opportunities to make meaningful reductions in our carbon footprint. Given the non-manufacturing nature of our operations, our facilities do not represent our greatest source of emissions. Rather, shipping and logistics functions present an opportunity for us to focus on carbon emission reductions through our relationships with value chain partners. More than 95% of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking and improving freight transportation efficiency.

We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions.

beGreen Program
CDW implemented a formal beGreen program to foster a culture of environmental responsibility that encourages coworkers to reduce, reuse and recycle. Our beGreen initiative provides coworkers with the platform to share ideas and take collective action to improve our environment. Areas of focus include:

- Coworker education
- Community awareness
- Recycling
- Resource conservation

The program is managed by a cross-functional team of coworkers from multiple CDW locations. This team collaborates internally and with members of the communities where we operate. During 2020, despite the pandemic, the team continued to provide education about recycling and resource conservation in our facilities as well as ideas for coworkers when working remotely.

Reducing and eliminating waste through recycling, wherever possible, is ingrained throughout our organization. Our coworkers develop and lead efforts to help reduce waste to landfill from personal consumption and business use. Our dedicated beGreen staff continually looks for more ways to be environmentally responsible.

Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering.
We sell over 35,000 distinct products with environmental and/or social sustainability certifications by third parties in our North American businesses (United States and Canada). North American revenues from products with third-party certifications related to environmental and/or social sustainability standards are shown in total

sales dollars ($USD). The top three certifications by revenue (in order) are ENERGY STAR Certified, TCO Certified, and Electronic Product Environmental Assessment Tool (EPEAT) Compliant.

Total Sales from Social/Environmental Certified Products	2020
	$4.4 billion (approx. 24%)

We recognize that a changing climate will shape not only our business, but those of our customers and vendor partners. We have a storied history of listening to our customers and turning that listening into action. As our customers develop their own climate-related strategies, they will rely on a provider with deep technical capabilities and a partner who provides unbiased advice across technologies and consumption models. We will continue to invest in next generation solutions and services that will help our customers adapt to this dynamic environment and meet their evolving end-user and employee needs.

Our environmental policy and Environmental Management System (EMS) define the structure, practices and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

Additional Information

Describe any/all features, advantages and benefits of your organization that you feel will provide additional value and benefit to a participating AEPA agency.

As a Value-Added Reseller, CDW•G has so much more to offer AEPA members than just product fulfillment. We have the resources to enhance user experience, as well as the resources to maximize technology solution throughout lifecycle. We have the reach and scale of national company, executing at local level and being considerate of nuance among individual members.

Financial Stability/Longevity

AEPA should take note that CDW•G is financially stable. We will be here to support you and your members in every way possible throughout the life of this contract and beyond. We believe the major factor that ensures our financial stability and separates us from our competitors is the balanced approach to our business.

- We don't rely on any one customer. In our US business, which represents approximately 90% of our revenues, we currently have five dedicated customer channels: corporate, small business, government, education and healthcare, each of which generated $1.4 billion or greater in Net sales in 2020.
- We don't rely on any one partner. In 2020, we generated over $1.0 billion of Net sales from each of six vendor partners and over $100 million of Net sales from each of fourteen other vendor partners.
- We don't rely on any one solution. Our sales span a number of categories including Miscellaneous Hardware (22.3%), Software (14%), Notebooks/Mobile Devices (29.7%), Netcomm Products (10.6%), Services (4.9%), Video (6.4%), Desktops (6.1%), Enterprise and Data Storage (5.1%) and others.

Our longevity and stability in the industry is a major differentiator as it nurtures enduring collaboration and investment in our customers. We have been able to amass OEM partner capitol and financial strength that we have leveraged in delivering solutions to K-12 and Higher Education for over 30 years. Since 2003 we have utilized this position to aid AEPA and its members to thrive in times of opportunity and persist in times of hardship.

Supply Chain Security

Technology requires more than fulfillment – it warrants a vendor who provides quality products and customer experience. A major priority in SLED IT initiatives is flexible, adaptive technology that can promote user needs in a secure fashion. It's not enough to provide customers with access to product they want in a quick and efficient manner. Procurement officers need to understand their options and SLED agencies need to know their products are securely sourced. Considering the implications tied to voided warranties and security hacks, a holistic solution requires a vendor who sources products from authorized channels and manages the security of the supply chain.

Our supply chain is grounded by six foundational pillars that ensure our cross-functional coworker teams adhere to processes implemented to mitigate risk. This system-driven environment encompasses our trusted supplier network, secured distribution centers, data security and trusted transportation network. The integrated system is supported by a commitment to continuous improvement.

CDW•G completed ISO 28000 certification in 2018, in our efforts to continue to assure and improve Supply Chain Security. As part of our ISO 28000 certification (for security management systems in the supply chain), CDW participates in regular audits, proving that we have the processes and vendor partner relationships in place to ensure a reliable, secure supply of products and services. In addition, our five ISO certifications help the company mitigate risk.

Value-Added Benefits

CDW•G does not compete on price alone. As a vendor–neutral solutions provider, assisting with pre-sales recommendations is one of our strong suits. We are the number one reseller to many of our vendor partners, such as Microsoft, VMware, and Adobe. This is proof that we have the expertise, experience, and resources to provide the best solution for AEPA. Our close relationships mean that we receive competitive price offers and timely notifications regarding product changes.

Product Value Adds

Presales Systems Engineers: CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Software: CDW•G can provide AEPA the following value-added services:

- Assessments including Software License Review, Demonstration Labs (such as our Microsoft Experience Center), Virtualization Assessment, Security Threat Check, and One-to-One Readiness, among others
- Trial License Key Codes
- Educational resources and important notifications including email notifications, webinars, CDW's Solution blog, Software Simplified, and White Papers, among others
- Software purchase reports
- Available software promotions
- Sponsored vendor events designed to keep AEPA in the know of industry trends

Hardware: CDW•G offers AEPA members the ability to create bundled peripherals to form a complete desktop solution, all in one package. Members have the option to create bundles via Account Center. For example, bundles are common for a headset that needs a particular cable every time that is ordered, a set of color printer categories, or a user set-up that might include a mixture of products such as a notebook, docking station, external keyboard/mouse, and cables. These commonly bundled items can be created in your shopping cart in the Account Center, and they can be viewed on the Premium Page dedicated to AEPA. This allows users to quickly find the product mix to create an order. By grouping products into bundles, there's no guesswork when making repeat purchases on member solutions. You save hours having to conduct multiple steps by simply sending a bundle right to your shopping cart and checking out.

Services Value Adds

Inside Solution Architects: Our inside solution architects (ISAs) focus on supporting account managers by assisting them with the sale of solutions related to their focal product category, such as security, networking, mobility, data center and collaboration. They are trained and certified across multiple of the top OEMs in their discipline so that they can provide a vendor agnostic, best-of-breed solution.

They design solutions for primary technology products and services, and they develop and maintain strategic relationships with the account teams they support. They are also segment and region specific. So, like their account manager counterparts, they are familiar with the unique challenges and local landscape of the customers they support. They are seen as a trusted advisor as they build relationships with and educate account managers on the technologies, resources and pricing programs available to them. For AEPA members, our ISAs are a crucial resource that can explain conceptually how their various technologies are installed and implemented.

Field Solution Architects: CDW•G's field solution architects (FSAs) support the account teams and are available to assist with the presales design of hardware, software and services solutions. They conduct onsite meetings, white boarding sessions, conference calls and more to assist in the design of solutions that meet and exceed member's short-and long-term objectives. This consultative design is a value-added service that CDW•G performs for our customer at no additional charge. Our FSAs work with CDW•G Solution Architect Practices and are responsible for all aspects of the sales cycle, including profiling, design, pricing and follow up. FSAs are focused on continuous self-development to enhance skill or knowledge areas and bridge relative gaps so that they are always abreast of emerging technologies that can benefit our customers. They are also segment and region specific. Therefore, like their account management counterparts, they are familiar with the unique challenges and local landscape of the customers they support. They are considered trusted advisors as they build relationships with and educate account managers on the technologies, resources and pricing programs available to them. For AEPA members, our solution architects are a crucial resource that can explain conceptually how their various technologies are installed and implemented.

Technology Experts

AEPA's account management team coordinates with the applicable value-added technology specialists to help your members develop the best solution for their specific needs, challenges, and long-term goals. Our technology experts are versed in software, network communications, notebooks/mobile devices, data storage, video monitors, desktops and printers—as well as more advanced virtualization, collaboration, security, mobility, data center optimization and cloud computing solutions.

Onsite Vendor Representatives

CDW•G has manufacturer and software publisher representatives who are onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW•G's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly so your organization will maintain a high level of productivity. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 9:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat.

Excellence in customer service is a top priority for CDW•G. We have many quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of issues.

Focus on Education

Today's modern-day classrooms are using technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. CDW•G understands education and will help your members discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.

Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 in order to better serve our government, state & local, and education customers. CDW•G is now among the largest K-12 technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities. We have over 30 years of experience in providing technology solutions for schools of every type and are able to serve the variety of schools represented on the CalSave contract.

We focus on building strong relationships with our K–12 customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

An Advisor, Not Just a Provider

Based upon both exponential growth within the K–12 market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with FCC reimbursement program funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment. Additionally, we employ a team of K–12 Education Strategists comprising former educators, principals, teachers of the year, chief technology officers and instructional technologists to help solve your IT needs every step of the way. CalSave members can rely on these resources to assist with connecting technology needs to learning outcomes.

Academics and Technology have become so intertwined, it only makes sense to blend both of these program goals into one. This furthers collaboration, as you get both IT Staff and Educators providing expert insight in the development and vetting of what works and does not work for your schools. The available CDW•G resources unite both viewpoints and ensure Mississippi Department of Education's technology program is successful from both an operational and an academic perspective. Lock-stepping your programs provides a greater benefit to your classrooms than struggling to keep two programs on pace with each other.

Chromebook Capabilities

Chromebooks are quickly replacing traditional textbooks as the primary source for information in education. When added to a classroom, Chromebooks alter the traditional learning structure, allowing educators to take more of a backseat to the transmittal of information. This enables teachers to act more as a guide to the learners and to focus on the Four Cs of learning: creativity, collaboration, critical thinking, and communication. The goal of the Chromebook in a classroom is to provide students with quick access to valuable information and to free up teachers to focus on the process instead of the content.

CDW•G partners with leading OEMs in the Chromebook field to provide districts access to the products best qualified to advance their classrooms. Through CDW•G, your district has access to HP, Lenovo, Acer, and Dell. As the number one reseller for Chromebooks for each of these OEMs, we have the resources available to assist you where needed. We also offer a White Glove service where your Chromebooks will arrive ready-to-use right out of the box. For example, we can add the management licenses to the Chromebooks before they leave our warehouse. This means that once they arrive, your IT staff can easily track and manage your devices.

Blueprint to Design

CDW•G understands that integrating technology into Education learning environments has encouraged a shift in thinking about the impact the physical space has on student and teacher success. With our Blueprint to Design solution, we provide AEPA members a bridge to creating collaborative spaces. At no charge, we can transform a member's blueprints into a customized design rendering in four easy steps:

1. Participate in a two-hour consultation with a CDW•G Education Strategist, trained in space design and pedagogy, to understand the goals and vision behind your project.
2. Send CDW•G a blueprint or floor plan.
3. CDW•G works with a dedicated school design engineer to complete 2D color renderings and options.
4. CDW•G delivers a completed design package back to the member, perfect for presenting to school leadership or including in strategic planning.

eSports

Rapid growth for video gaming in both K–12 and higher education is helping schools to improve student engagement and boost recruitment. Video games have changed immensely over the years, and so have the people who play them. Having been popular among young people for decades, video games are now a legitimate global phenomenon experiencing explosive growth. Studies show that overwhelming majorities of teenagers and young adults play video games, and various projections estimate that the eSports industry will become a multibillion-dollar market in the near future. Even that term — "eSports" — may be unfamiliar to many midcareer education professionals, and some might be tempted to dismiss the activity as a fad or a waste of time. However, a growing number of high schools and colleges across the country are implementing their own on-campus esports programs to capitalize on student interest, increase students' engagement and sense of belonging, and (in the case of colleges and universities) entice prospects to enroll.

Supporting an on-campus eSports program requires a mix of existing technologies and new investments. Perhaps even more than technology, though, a successful esports initiative needs the enthusiastic backing of school staffers (including IT professionals, educators and even athletic directors), as well as a solid plan for rolling out the program and supporting it over time.

If educators are familiar only with video games from dorm room PlayStation battles or the occasional visit to an arcade, they may not understand what all the eSports fuss is about. But that's a bit like seeing a group of 12-year-olds playing an informal game on a playground hoop and then dismissing the entire game of basketball as "not a real sport." The term "eSports" typically refers not to casual gameplay, but rather to contests among serious competitors — often organized into teams and playing multiplayer games that require strategy and coordination.

Aside from the digital component, one factor that differentiates eSports from traditional athletics is the sheer number of video games available to play. In eSports, leagues can incorporate several different video games or be organized around a single game. Another aspect that sets eSports apart is the way that competitions are staged. In some cases (especially larger tournaments), eSports participants travel to each other's homesites or compete at a neutral location. But, because video games can be played online, teams often compete against one another without either team ever leaving their respective home campuses.

Top Benefits of eSports:

- Student Engagement: 72% of people between sixteen and twenty-four participate in gaming
- A unique differentiator for students considering their college experience
- Involve departments across campus with broadcast, social media and journalism opportunities
- Join NACE, TESPA, the Big 10 in offering a new form of athletic competition between campuses

Our consultation program will help you with:

- Top tier gaming PC selection and competition-ready displays and peripherals
- Network capacity and speed assessments, enterprise grade networking, and spectator WLAN
- Room layout and design renders, ergonomic player seating, and spectator experience
- Implementation services, business level service and support, and remote monitoring and managed services

FCC Reimbursement Program Experience

CDW•G has been providing reimbursement support to K-12 & Library customers since our inception in 1998. We have a dedicated internal team that is highly trained and knowledgeable regarding all FCC reimbursement programs, including Emergency Connectivity Fund, E-Rate and Rural Healthcare. CDW•G has been awarded over 17,000 projects totaling over $511M in total equipment and services delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our dedicated FCC Reimbursement Programs invoice team ensures expert handling of both BEAR and SPI E-Rate invoicing

Success Story: Supporting Equity in Digital Learning
CDW•G has been actively supporting educational institutions transition to online education, as the pandemic has shown that education can no longer just rely on the traditional classroom to teach future generations. School leaders, teachers, IT teams and other departments are also coming together to reassess, learn and engage with technology in new ways with a shared goal in mind: improving the quality and reach of education.

The Mississippi Department of Education ("MDE") had an urgent need to close the digital equity gap for districts across the state. Using funds tied to the CARES Act and other sources, they were able to secure the funding and were required to develop a solution on an incredibly short runway. MDE selected CDW•G because we were able to deliver device deployment including configuration, imaging with a standard MDE image across the districts, asset tagging, and mobile device enrollment. In addition, some devices had to be LTE-enabled as well to ensure that students without access to consistent Wi-Fi are enabled with connectivity to complete their assignments.

- 250,000+ devices delivered within three months
- Structured choice across multiple OEMs and device platforms
- Proven best in class supply chain
- Pre-shipment configuration services
- Local white glove delivery and staging capabilities
- Developed PMO office and staffing a project management team committed to state-wide deployment

The majority of student and teacher devices were delivered within a three-month window, while CDW•G will also provide upkeep and support of the MDE digital learning ecosystem, including professional development and support for teachers and students across the state for three years.

We believe that technology empowers students and educators to make the learning process more interactive, individualized, and hands-on. If properly deployed, technology fosters a more effective learning environment that helps students develop the necessary 21st century skills to succeed in their current environment, at the college level, and in their future careers.

State and Local: Focused Approach
CDW•G recognizes our government customers' missions to build a better tomorrow. To help them achieve these goals, we rely on some of our key principals to guide our approach:

- We will evolve and embrace change
- We will have an opinion in the marketplace
- We will hold one another accountable to understand our customer's mission

By focusing on relevant, customer-centric solutions such as Cybersecurity, Data Center Modernization and ServiceNow we assist State & Local agencies with their ongoing missions to transform government to best serve the needs of their constituencies.

The Customer-Centric Solutions Playbook (CCSP) is an initiative aimed towards improving role clarity, definition, ownership and accountability around the strategic focal areas that are most impactful to our customers.

By creating comprehensive go-to-market plans and through defining a deliberate approach, the mission is to create a shared understanding of roles, functions and strategies that will enable sellers to execute seamlessly and deliver Customer Value.

CDW•G Public Sector BD team/capabilities

CDW•G's Public Sector Business Development teams focuses on delivering customer-centric solutions by aligning expertise, insight and strategy to help customers achieve their IT goals. Each team works discreetly within their segmented approach service either our State and Local customer, or our Education customers. Our business development teams consists of a group of individuals who work closely with the dedicated sales team to collectively serve our customers. The business development teams are dedicated to identifying the long term IT strategy, and help customers develop a plan to implement the appropriate technology to fulfill their technology goals and requirements. This team works with the customer to define opportunities, better understand the needs and challenges of today and tomorrow, all while brining expertise and resources from across CDW•G's departments to help customers visualize and create solutions that meet the needs of their mission.

Public Safety

Over 16 years ago, CDW•G created a practice dedicated to solutions, services, and capabilities for public safety and first responder agencies and constituents, with far-reaching implications for personnel and the public alike. CDW•G's Public Safety Practice knowledge is anchored in hundreds of engagements across the United States and has helped create unsurpassed technology know-how across the board, encompassing problem-solving skills, relationships with the industry's strongest partners and experience in best-practice solutions. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, creating solutions for public safety and first responder technology and services requires a very specific expertise. CDW•G has successfully delivered technology and service solutions to address updates for aging mobile equipment and networks; custom solutions for inadequate or outdated network infrastructures; recommendations for responder safety-related equipment; natural disaster response planning and assistance; security threat assessment (physical and cyber); and consulting for design, implementation, and management of digital evidence solutions.

CDW•G supports our First Responder community through engagement, sponsorship and membership at the local, regional, and national level including National Sheriffs' Association and International Association of Chiefs of Police. Membership, sponsorship and attendance at meetings, conferences and events helps connect us with the widest group of front-line customers allowing us to evangelize the breadth, depth, strength and diversity of current and emerging solutions. CDW•G's four dedicated Public Safety Strategists are respected speakers, consultants, authors and bloggers in the national Public Safety arena.

If applicable, describe your company's ability to integrate into other ecommerce sites:

Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 unique and individual customers). We work with over 80 different marketplaces, ERPs and SRMs. Our online catalog provides over 250,000 products to AEPA members at the appropriate contract price. Any additional awards resulting from this solicitation or future solicitations can be easily integrated into current and future e-procurement integrations.

Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and ecommerce IT systems. Our mature e-procurement practice also means AEPA members won't have a long to wait to begin using their system. By integrating quicker than our competitors, CDW•G simplifies procurement for customers by allowing them to buy IT the way they need, based on their specific requirements. CDW•G's punch-out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers eprocurement platform. In addition, CDW•G's online experience provides guided purchasing through communicated standards on the customized landing page, as well as product restrictions based on contractual obligations.

CDW•G is able to provide a punch-out catalog, credentials and baseline customized landing page within 48 hours of agreeing upon specifications. Additional return documents, such as cXML PO Confirmation, Advance Shipment Notifications and Invoicing may take up to 4-6 weeks, mainly dependent on how quickly our customers can complete the proposed testing scenarios.

We perform free integrations with more than 70 e-procurement vendors. In addition to providing integrations at no additional charge, CDW•G also has resources in e-commerce and business development to train end users on how to leverage CDW•G's punch-out catalog or customized e-commerce portal for ordering. Training may be offered on-site, virtually via WebEx, or through recorded sessions that can be accessed on demand. Training generally consists of a walkthrough of the customer's customized portal, an overview of the most commonly leveraged tools, and Q&A. The training is optional and is a value-added offering to help AEPA members maximize their purchasing experience.
While we are not able to release information about our specific customers who have utilized our integration capabilities, we can offer the following data to demonstrate our expertise:

State, Local, and Education Integrations

- Education: 1,562 integrations
- Higher Education: 605 integrations
- K-12: 957 integrations
- State and Local: 159 integrations

Top Marketplaces used by CDW•G Customers

- GHX
- Jaggaer
- Oracle
- Workday
- Ariba
- Prodigo
- Ivalua
- EqualLevel
- Coupa Systems
- Munis

Our 2020 revenue through eProcurement was in the hundreds of millions.

EDI Communication Methods
CDW•G supports a variety of communication methods including:

FTP (File Transfer Protocol) — CDW•G's FTP processing is flexible. We can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We also can exchange stream files — one continuous stream of data (variable length). Naming conventions for files and the number of files exchanged are flexible. Either CDW•G or the Partner may host the FTP site. UserID and Password are required to access CDW•G's FTP site. CDW•G can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged via FTP. PGP (Pretty Good Privacy) is widely available and uses public k10ey cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

EDIINT–AS1 — This communication method uses the e-mail system to transfer encrypted data over the Internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT–AS2 — This communication method uses the Internet to exchange data and an HTTP post (language of websites) to transfer encrypted data between CDW•G and the customer.

HTTPS (Hyper Text Transmission Protocol, Secure) — This method allows CDW•G to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

VANs (Value Added Networks) — A VAN is the least desirable method due to the fees incurred for this third party service. CDW•G will work with you to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to and from a VAN.

Customers will always have access to their invoices through the Payment Reporting section of their Account Center (requires finance user permission), but we can also use the following invoice methods: paper invoices; P-Cards (compliant to level/tier 3); and electronic invoicing in ANSIx12 4010 EDI, XML, cXML or mapped flat file formats.

Disclosures

Financial Health (REQUIRED): AEPA requires reports that describe the financial soundness of your organization. Accepted financial reports include balance sheets and Profit & Loss statements for the past three years (2018, 2019, 2020), a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies). Reports must be for the three years prior to this solicitation. Scan the report(s) into a PDF document and title as per the instructions.

For confidentiality, respondents may choose to send the report(s) by email directly to the AEPA Executive Director, George Wilson, at georgewilson.aepa@outlook.com. The reports will be held through the end of the protest period for the solicitation after which they will be destroyed. The pdf report(s) must be received by the AEPA Executive Director before the due date and time of the solicitation opening.

Legal: Does this business have actions currently filed against it?	X	**No**		**Yes**

If **Yes, AN ATTACHMENT IS REQUIRED:** List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and/or payment bond for projects.

References

Provide contact information of your business's five largest public agency customers.

Agency	Name	Title	Phone Number	Email
1. Independence Public Schools	Todd Theen	Director of Technology	816.521.5323	todd_theen@isdschools.org

2. Gadsden Independent School District 16	Sam Snoddy	IT Director	575.882.6274	slsnoddy@gisd.k12.nm.us
3. Aurora Public Schools	Mary Smith	Purchasing Manager	303.326.1988, ext 28234	maasmith@aurorak12.org
4. Artesia Public Schools	Scotty Stall	Director of Technology	575.308.6380	srstall@bulldogs.org
5. Portland Public Schools	Jesse E. Porter Sr. M.B.A.	Business & IT Contracts Analyst	503.916.3707	jporter1@pps.net

Please coordinate with CDW•G prior to contacting references.

Service Questionnaire

The following chart indicates which AEPA Member States intend to participate in this solicitation category. Respond to Yes/No and choice questions by using an (X). ***Note: A Respondent must be willing and able to deliver the proposed products and/or services to 90% of the participating AEPA Member States.***

AEPA Member States	**Participating in this category.**	**In which states has this company sold products/services in the past 3 years? (Place an X where applicable)**	**If awarded, which states does this company propose to sell in? (Place an X where applicable)**	**Indicate which states this company has sales reps, distributors or dealers in. (Place an X where applicable)**
California	Yes	X	X	X
Colorado	Undecided	X	X	X
Connecticut	Yes	X	X	X
Florida	yes	X	X	X
Georgia	Yes	X	X	X
Illinois	Yes	X	X	X
Indiana	Yes	X	X	X
Iowa	Yes	X	X	X
Kansas	yes	X	X	X
Kentucky	Yes	X	X	X
Massachusetts	Yes	X	X	X
Michigan	Yes	X	X	X
Minnesota	Yes	X	X	X
Missouri	Yes	X	X	X
Montana	Yes	X	X	X
Nebraska	Yes	X	X	X
New Jersey	Yes	X	X	X
New Mexico	Yes	X	X	X
North Dakota	Yes	X	X	X
Ohio	Yes	X	X	X
Oregon	yes	X	X	X
Pennsylvania	Yes	X	X	X
South Carolina	Yes	X	X	X
Texas	Yes	X	X	X
Virginia	Yes	X	X	X
Washington	Yes	X	X	X
West Virginia	Yes	X	X	X
Wisconsin	Yes	X	X	X
Wyoming	Yes	X	X	X

e-Commerce: Does this business have an e-commerce website? ________ **No** ___X___ **Yes**

If YES, what is the website? www.cdwg.com/AEPA022

Customer and Support Service: It is understood depending on the type, kind and level of products and/or services being proposed in response to this solicitation will impact and determine the type and level of services required and these are identified in Part B Specifications of this solicitation.

Does this business have online customer support options?	____	**No**	X	**Yes**
Does this business have a toll-free customers support phone option?	____	**No**	X	**Yes**
Does this business offer local customer and support service options?	____	**No**	X	**Yes**

State your normal delivery time (in days) and any options for expediting delivery.

Average Turnaround Time: In-stock Items

Our goal is to develop long-term, mutually beneficial customer relationships. We measure our success by how effectively we serve our clients and maintain their loyalty. While we do not agree to SLA-related penalties, we understand that continual quality performance is crucial to preserving our partnership with AEPA. Our greatest incentive is to earn and retain business.

CDW•G strives to ship all in-stock, credit approved, non-configured orders within 24 business hours of P.O. receipt. Our same-day fill rate varies between 97% and 99% for credit-approved orders with in-stock product that don't require configuration services. If AEPA participating members choose to utilize CDW•G's pre-configuration services, turnaround times will be slightly longer. We strive to ship products receiving such standard configurations as imaging, hardware installs, and asset tagging within two to three business days of order placement. Orders requiring more complex configuration services, rack customization, or laser etching, generally ship within three to five days of order placement.

Average Turnaround Time: Non-stock Items

To supplement our direct purchasing model, CDW•G has strong affiliations with principal channel distributors. We have partnered with numerous distributors to supplement our direct purchasing model. Such partners include Tech Data, Ingram Micro, SYNNNEX, Avnet, Arrow Electronics, and D&H Distributing Company. With frequent EDI feeds, we have provides visibility into inventory items and status. CDW•G will also make all reasonable efforts to utilize diverse business suppliers that are part of our strategic network and those who will be added throughout the duration of the contract.

Because our two company owned distribution centers are in close proximity to principal distributors, we are able to obtain competitively priced, non-stocked items relatively quickly. Generally, CDW•G can secure out-of-stock product(s) from our local distribution network as quick as 24 hours with oneoff products taking as quick as 48 hours.

Urgent Deliveries

CDW will make every effort possible to expedite urgent deliveries when they arise. However, due to our very large inventory at our two distribution centers and our strong distribution channel partnerships, it is very likely that we will have the product(s) you need for immediate shipping. When standard configuration services are performed on servers, desktops, notebooks, printers and PDAs, we typically ship within 2-3 business days. For same day shipping, AEPA members can pay a priority fee; however, the order must be "picked" by 3:00 CT.

However, our goal is to have members work with their dedicated account managers every step of the way of an enterprise project to develop a plan that is well thought out so there will be little or no need for urgent deliveries.

Current Market Fluidity

Please note that we are working through highly fluid, industry-wide supply chain constraints, which may result in longer-than-normal delivery times for many manufacturers. CDW•G is taking proactive measures to minimize impact; however, current circumstances prevent us from making standard guarantees.

State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Your Account Manager will let you know if products are backordered. Additionally, your account manager can help you find product alternatives that are in stock. The products that are on backorder are monitored daily by your Account Manager and the Purchasing Department, with access to real-time inventory information. If the products on backorder are available through local distribution sources, products generally ship within two business days. If the products are in remote distribution, the products are generally shipped within three to five business days. Backorders are filled according to the order in which they are received, except in cases where the product ordered is connected to a customer return or customer service request.

Backorder information is also available 24-hours a day on your CDW•G Account Center. When ordering through your Account Center, AEPA members will see if a product is able to ship the same day or if the product is on backorder. If product is currently out of stock, the member will be able to see the length of time estimated to ship the product.

Describe your company's payment terms as well as any quick pay discounts.
CDW•G's standard payment terms are net 30 days from the date the invoice is issued.

State your company's return policy and any applicable State restocking fees.

CDW allows customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information, see CDW's full Product Return Policy at the following link: Return Policy.

AEPA members should contact their dedicated account manager, CDW Customer Relations at 866.SVC.4CDW, or e-mail at Customer Relations to initiate a return or for additional information.

Customers must notify CDW Customer Relations of any damaged Products within fifteen (15) days of receipt.

Restocking Fees
30 Days after Invoice = 15% return fee
60 Days after Invoice = 30% return fee

Restricted manufacturers & items will incur a return fee Day 1 from invoice.

Describe any special program that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

Staging
A differentiator for CDW is the ability to offer staging to customers in either one of our two fully bonded distribution centers. Staging is a service whereby CDW holds a customer's purchased inventory in our distribution center for a pre-defined period of time until the customer is ready for receipt.

Benefits
This service is beneficial when prolonged availability of a discontinued or constrained product may be needed to meet project and deployment plans. Additionally, once a Staging Agreement is in place, customers have the added benefit of leveraging the agreement, for future and multiple projects that necessitate CDW's staging services.

There is currently no volume restriction. This is possible due to CDW's two large strategically located distribution centers: a 450,000-square-foot distribution center at our headquarters in Vernon Hills, IL and a 513,000-square-foot center in North Las Vegas, NV. CDW's distribution centers facilitate staging and deployment of products to customers throughout the country. The Vernon Hills (VH) distribution center targets customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States. For ease of manageability and for tax purposes, Staging Agreements do not combine both distribution centers.

Fees

Fees for Staging are negotiated according to the project scope and are based on the length of the service engagement. Space and labor fees are based on variables such as the pallet space required, time frame of the Staging Agreement, the frequency and timing of shipments for the roll-out and the products purchased.
CDW will provide detailed quote information specific to a customer's needs, as requested.

CDW Technology Experience Centers / Demo Labs

The Technology Experience Center (TEC) is CDW's presales Demo Lab that prides itself on being a multivendor environment showcasing the latest in compute, storage, networking, virtualization, hyperconvergence, power, and cooling. The TEC Demo Lab is a remote experience that allows you to:

- Try out a demo of the software
- Make software comparisons
- Explore the latest innovations to see if they will help you achieve your business goals
- Review proof of concept for some customer services

CDW has multiple centers throughout North America that will be available in the future for in-person demonstrations:

- CDW – Reston, VA
- CDW – Vernon Hills, IL
- CDW – Etobicoke, ON, CA
- Scalar – Toronto, ON, CA
- Scalar – Vancouver, BC, CA

These labs demonstrate how integrated solutions work in a real-world environment and help you determine which solutions best meet your organization's needs. You can see the newest technologies built as integrated solutions, compare alternative solutions side by side, and see how different components interact.
Contact your account manager for more information and explore how the latest innovations can help you achieve your goals.

Pricing

		No		Yes
Is your pricing methodology guaranteed for the term of the contract?		No	X	Yes
Will you offer customized price lists to participating entities as required per the pricing terms of Part A? *On a case-by-case basis		No	X*	Yes
Will you offer hot list pricing (optional) as described in the pricing terms of Part A?	X	No		Yes
Will you offer volume price discounts as described in the pricing terms of Part A?	X	No		Yes

Competitiveness: In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

*Subject to applicable law, CDW•G is offering aggregate pricing which is equal to or better than the pricing which is offered to AEPA member states with comparable scope of products and sales volumes, and similar terms and conditions.

Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume?	**No**	X **Yes**

Indicate which of the following apply and the **level of competitive range** you are offering in response to this solicitation.

X*_____ Pricing offered to AEPA is EQUAL TO pricing offered to individual customer and/or cooperatives.

_______ Pricing is LESS THAN individual customer and/or cooperatives. Lower by _________%

Cooperative Contracts: Does your business currently have contracts with other cooperatives (local, regional, state, national)?	______ **No**	X **Yes**

If YES, identify which cooperative and the respective expiration date(s).
CDW•G holds public contracts across the nation. A list of these contracts can be found on our website by searching in the Public Contracts section of https://www.cdwg.com/shop/contracts/.

If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?
First and foremost, CDW•G respects the customer's request. This means, that if customers request information on a specific program, we give it. Our account teams know their customers' preferred programs, and we do not "hard sell" our customers any particular programs. In cases where the customer is undecided, we recommend the best solution for their project, similar to the way we offer the best technology solution for the desired outcome.

Administrative Fee: Which of the following best reflects how your pricing includes the individual AEPA Members' administrative fee. Mark with an "X".	
X	The pricing for the products and/or services are the same for each AEPA Member Agency, shipping, handling, administrative fee* and other specific state costs are added to arrive at total price offered to the Individual AEPA Member Agency. *CDW•G offers to provide the admin fees as listed Form F of the RFP documents with one alteration: Chromebook sales are offered at a 1% Admin Fee across the product category. This is necessary due to the relatively low price point for these products and the incredible margin pressure in the category.
	The pricing for the products and/or services is inclusive of the administrative fee and therefore the pricing is the same for all AEPA Member Agencies. Shipping, handling and other state specific costs are added to the adjusted AEPA Member Agency's price.
	The pricing for the products and/or services includes **ALL** (shipping, handling, administrative fee, other) costs to arrive at a single price for all AEPA Member Agencies.

Leasing: Do your business offer leasing arrangements under this solicitation?	________ **No**	X **Yes**

If Yes, please indicate how the rate factor is determined and other cost factors below.

At CDW•G, we focus on providing the best solutions in the industry—not simply the latest solutions from a single provider. We strive to offer our customers flexibility through a wide array of options to suit their needs. This philosophy permeates all aspects of our business. Keeping the customer experience top of mind, CDW•G is proud to offer AEPA members financing/leasing on a per deal basis, or in many cases, as a primary billing option, depending on member needs.

Leasing Partners

Whether members are facing limited budgets, want to ensure regular technology upgrades or are seeking new ways to reduce total cost of equipment ownership, leasing can offer a flexible option to acquire, manage and control technology assets. As a Value-Added Reseller, CDW•G does not directly lease equipment. However, we can facilitate a lease agreement between AEPA members and a variety of leading financing companies. This approach allows members to secure a leasing program with maximized options and terms that fits their needs and budget requirements. Our leasing partners include:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- VAR Technology Finance

Solution Advisors

As always, the process for understanding leasing options begins with a member's dedicated account manager. Account managers will engage our team of Financing Solution Advisors. They are responsible for providing market leading leasing and financing solutions through education, guidance, and support. Our Financing Solution Advisors will aid AEPA members to understand their options. They provide referrals to the leading financing companies who can help provide the best leasing terms to address members' unique needs and budget requirements.

If an AEPA contract is approved and awarded by the Member Agencies, as a Vendor Partner, I agree to:

Responsibilities	**Yes,** indicate with an "X"	**No,** indicate with an "X"
1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have working knowledge of the AEPA contract.	X	
2. Train and educate sales staff on what the AEPA contract is: including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.	X First and foremost, CDW•G respects the customer's request. This means, that if customers request information on a specific program, we give it. Our account teams know their customers' preferred programs, and we do not "hard sell" our customers any particular programs. In cases where the customer is undecided, we recommend the best solution for their project, similar to the way we offer the best technology solution for the desired outcome.	
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The marketing plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.	X	

4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.	X CDW•G would like to discuss additional marketing media options with AEPA. For example, digital methods would be more streamlined, and a landing page that is updated regularly may be preferred over static print content.	
5. On a quarterly basis, complete the sales and administrative fee report (see attached PDF example) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, the Vendor Partner is required to submit a $0 report to the AEPA Member Agency.	X	
6. Have ongoing communication with the Category Oversight Chairperson, AEPA Member Agencies and the Member Agencies Participating Entities.	X	
7. Attend two (2) AEPA meetings each year (see Part A)	X Barring safety restrictions as they apply to CDW•G pandemic guidelines.	
8. Participate in national and local conference trade shows to promote the AEPA contracts including, but not limited to the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).	X CDW•G participates in numerous trade shows throughout the year. We do not attend tradeshows in partnership with any one contract specifically, but we can promote AEPA to interested customers at these events.	
9. Increase sales over the term of the contract with all participating AEPA Member Agencies.	X CDW•G strives to increase sales over the term of the contract with all participating AEPA Member Agencies. It has been our great pleasure to have grown this contract's reach for many years. However, due to the complexity of this contract and all factors involved in growing sales, CDW•G acknowledges that factors beyond our control might prevent an increase in sales in any given period.	

Exceptions

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions to local, state or federal laws cannot be accepted under this solicitation.

	No, this respondent does not have exceptions to the Terms and Conditions incorporated in Parts A and B of this IFB.
X	**Yes**, this respondent has the following exceptions to the Terms and Conditions incorporated in Parts A and/or B of this solicitation.

IFB Section and Page Number	Outline Number	Term and Condition	Exception
Part A, p. 20		Limitation of Liability	CDW•G is not proposing a specific language exception at this time. Rather, CDW•G would request, upon award, the opportunity to negotiate a mutually agreeable limitation of liability clause - commiserate with the proposed categories of professional services CDW•G expects to provide to pursuant to the resultant contract - to be incorporated into the terms of Part A. CDW•G appreciates the opportunity to negotiate such a clause and is eager to work with AEPA to build a competitive and mutually beneficial contract.

Deviations

Instructions:

1. If "no" is marked with an "X" below, complete this form by signing it at the bottom.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of deviations. *(To insert more rows, hit the tab key from the last field in the last row and column.)*
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Deviations to local, state, or federal laws cannot be accepted under this solicitation.

X	**No**, this respondent does not have deviations (exceptions or alternates) to the specifications listed in Part B of this solicitation.
	Yes, this respondent has the following deviations to the specifications listed in Part B of this solicitation.

Outline Number Part B	Specification (describe)	Details of Deviation

Part E – Signature Forms
AEPA 022-G
Technology Catalog

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines will allow AEPA to consider your company's proposal as **non-responsive.**

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Once signed, place notary stamp in the delegated area on the Bid Affidavit.
4. Return the forms and pages in their correct order and scan one (1) single PDF format titled ***"Part E – Signature Forms – Name of Bidding Company"*** (i.e. one PDF document for all signature forms).
5. Submit Part E, along with other required documents in Public Purchase.

*Note, a bid checklist has been provided to review with your submission.

The following sections will need to be completed prior to submission as one (1), single PDF titled "Part E – Signature Forms – Name of Bidding Company".

Uniform Guidance "EDGAR" Certification Form – ******signature required***
Bid Affidavit – ******signature required***
Acceptance of Bid & Contract Award – ******signature required***

Uniform Guidance "EDGAR" Certification Form
2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance" or new "EDGAR". All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent's willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent's authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondents are unable to comply. A "No" response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA's terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent's return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency's purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency's purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency's provision shall control.

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Respondent agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Respondent agrees that it shall comply with such provision.

4. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of $2,000, Respondent shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent's acceptance of wage determination.

Respondent further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of $100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Profit as a Separate Element of Price

For purchases using federal funds in excess of $150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFRR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent’s contract with AEPA.

12. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and that I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: **YES**, I agree or **NO,** I do NOT agree	Initial
1. Violation of Contract Terms and Conditions	YES, I agree	DH
2. Termination for Cause of Convenience	YES, I agree	DH
3. Equal Employment Opportunity	YES, I agree	DH
4. Davis-Bacon Act	YES, I agree	DH
5. Contract Work Hours and Safety Standards Act	YES, I agree	DH
6. Right to Inventions Made Under a Contract or Agreement	YES, I agree	DH
7. Clean Air Act and Federal Water Pollution Control Act	YES, I agree	DH
8. Debarment and Suspension	YES, I agree	DH
9. Byrd Anti-Lobbying Amendment	YES, I agree	DH
10. Procurement of Recovered Materials	YES, I agree	DH
11. Profit as a Separate Element of Price	YES, I agree	DH
12. General Compliance with Participating Agencies	YES, I agree	DH

CDW Government LLC
Name of Business

David C Hutchins
Signature of Authorized Representative

David C. Hucthins
Printed Name

9/13/21
Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the ***Member Agency***, or any employee thereof, or any person, business or corporation under contract with the ***Member Agency*** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the ***Member Agency***, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the ***Member Agency***, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

David C. Hutchins	230 N. Milwaukee Ave.
Authorized Representative (Please print or type)	Mailing Address
VP Strategic Programs	Vernon Hills, IL 60061
Title (Please print or type)	City, State, Zip
David C Hutchins	9/13/21
Signature of Authorized Representative	Date

Subscribed and sworn to before me this	13th	day of	September
Notary Public in and for County of	Lake	State of	Illinois
My commission expires on	02/08/2022	Signature	Melissa Goldman

"OFFICIAL SEAL"
MELISSA GOLDMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/08/2022

Enter Notary Stamp

Acceptance of Solicitation & Contract

Association of Educational PURCHASING AGENCIES

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	CDW Government LLC	**Date**	9/13/21
Address	230 N. Milwaukee Ave.	**City, State Zip**	Vernon Hills, IL 60061
Contact Person	Dario Bertocchi	**Title**	Director, Program Sales
Authorized Signature	David C Hutchins	**Title**	VP Strategic Programs
Email	dariber@cdw.com	**Phone**	203.851.7049

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency ____________________

Authorized Representative ____________________

Awarded this ____ **day of** ____ **Contract Number** ____

Contract to commence (Member Agency to select) 3/1/2022 **Or** ____

Solicitation Checklist

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Public Purchase, in their ***specified/required format***, by the due date and time listed for this solicitation. ***Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation.*** Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

"x"	Document Title, Uploaded to Public Purchase *(Respondent must submit documents in the required title/format)*	Format of Uploaded Document	Notes
N/A	**Bid Bond – if Required, see Part B if applicable.**	Upload PDF copy. The original must be received by Lakes Country Service Cooperative by due date and time.	Send to Lakes Country Service Cooperative.
X	**Part C – State-Specific Forms – *Name of Responding Company***	Single, Scanned PDF	**Required.** Signatures Required.
X	**Part D - Questionnaire – *Name of Responding Company*** Includes: • Company Information • Service Questionnaire • Exceptions • Deviations	Single, Scanned PDF	**Required.**
X	**Part E – Signature Forms – *Name of Responding Company*** Includes: • Uniform Guidance "EDGAR" Certification • Bid Affidavit • Acceptance of Bid & Contract Award	Single, Scanned PDF	**Required.** Signatures required.
X	**Part F – Pricing Schedule – *Name of Responding Company***	Excel Workbook	**Required.**
X	**Price List/Catalog – *Name of Responding Company***	Upload PDF	**Required.**
X	**Exhibit A – Financial Health Document(s) – *Name of Responding Company***	Scanned PDF	**Required.** Not provided by AEPA, Respondent Created
X	**Exhibit B – Marketing Plan – *Name of Responding Company***	Scanned PDF	**Optional.** Not provided by AEPA, Respondent Created
X	**Exhibit C – Warranties, Additional Services – *Name of Responding Company***	Scanned PDF	**Optional.** Not provided by AEPA, Respondent Created
N/A	**Exhibit D – Additional Discounts – *Name of Responding Company***	Scanned PDF	**Optional.** Not provided by AEPA, Respondent Created

X	**Optional Description of HUB Program and**	PDF Document	**Optional.** Not provided by AEPA, Respondent Created
X	**Participating Historically Under Utilized Businesses**	Excel Spreadsheet	**Optional.** Not provided by AEPA, Respondent Created
X	**Optional: For consideration of an award for a company that includes cloud services, designate where in the Rest-of-Catalog Template (F2B) are the SKUs related to one or more Cloud Services**	PDF Document	**Optional.** Not provided by AEPA, Respondent Created

Public | Purchase™

Association of Educational Purchasing Agencies

Tabulation Report IFB #022-G - Technology Catalog

Vendor: CDW Government LLC

General Comments: In the event there are any issues downloading the above attachments, please reach out to Sr. Proposal Specialist Lindsay Bensenhaver at LinBens@cdw.com

General Attachments:

Cloud SKU List - CDW•G.pdf
Cover Letter - CDW•G.pdf
Executive Summary - CDW•G.pdf
Exhibit A - Financial Health Document - CDW•G.pdf
Exhibit B - Marketing Plan - CDW•G.pdf
Exhibit C - Warranties Additional Services - CDW•G.pdf
Optional Description of HUB Program - CDW•G.pdf
Part C - State Specific Forms - CDW•G.pdf
Part D - Questionnaire - CDW•G.pdf
Part E - Signature Forms - CDW•G.pdf
Part F - Pricing Schedule - CDW•G.xlsx
Part F - Sample CSO - CDW•G.pdf
Participating Historically Under Utilized Businesses - CDW•G.xlsx
Price List Catalog - CDWG 7.20.2021.pdf
Price List Catalog Disclaimer - CDW•G.pdf