



Tab A

K-Log is pleased to respond to TXShare RFP # 2023-074.

Founded in 1984 K-Log, Inc. serves business and the public sector with a comprehensive selection of school and office furniture products on a national scale.

Over 82% of K-Log's sales revenue is from federal, state and local government entities along with all levels of public education. Our focus on the public sector has provided insight into the unique needs of these customers, especially those related to purchasing. We are very familiar with cooperative purchasing agreements and recognize their value to our customers as well as the benefits to us as a vendor.

K-Log is an authorized dealer for more than 100 of the nation's top commercial furniture manufacturers. Our highly trained sales team is well equipped to assist customers through each phase of the furniture acquisition process. Services include space planning, assistance with product selection and procurement, project management, delivery and installation. K-Log has successfully completed countless sales transactions and projects in all 50 states.

Providing furniture solutions and related services to government agencies and schools is our primary mission.



Tab B

Executive Summary

What We Do

K-Log is a national vendor of school and office furniture focused on the public sector. Marketing Office and School Furniture to public agencies is not something we do in addition to operating retail stores or other side businesses. It is our CORE business. Over 82% of K-Log's customer base is comprised of public agencies. We serve clients at all levels of government; public and private educational institutions from pre-school to higher education and non-profit agencies.

How We Do It

K-Log employs three primary methods of sales and marketing:

Catalogs – K-Log publishes and distributes millions of furniture catalogs to our customer base each year. These include two separate large catalogs (250 + pages); one aimed at the school market and the other tailored to government agencies. Smaller versions of each are mailed throughout the year.

E-Commerce – K-Log's e-commerce efforts consist of a web store, targeted e-mail campaigns and web promotions. Our website features thousands of furniture items and is regularly updated to include the newest furniture solutions in each category.

Internal Sales Team – Our catalog and internet marketing efforts are supported by a highly skilled internal sales team. Our sales associates are trained to take a consultative approach with customers. Not only are they product experts but are well equipped to offer solutions ranging from logistical issues to procurement options.

Who We Are

K-Log, Inc. is a family business founded in 1984 with the goal of "providing quality furniture at discount prices by a top notch team of furniture experts". Our strict adherence to this core principle has allowed us to not only weather challenging economic times, but to emerge stronger and ready to adapt to the way our customers need to do business. Our business model does not include expensive showrooms, commissioned sales people or warehouses which enables us to keep prices low. We have established long standing partnerships with over 100 of the finest manufacturers in the industry. We have a well-defined market niche and understand the unique needs of our customers. Finally, we are continually looking for better ways to serve our customers. Today, K-Log is one of the premier furniture retailers of its type and is a recognized name throughout the K-12 education market and within many public sector agencies.



Executive Summary continued

K-Log Advantages

- Great selection of products.
- Strong knowledge of the public sector.
- Successful history of promoting and using cooperative purchasing agreements.
- Focus on customer needs.
- Over 39 years of experience serving customers in all 50 states.



Tab C Key Personnel

Linda Lester Vice President linda@k-log.com 800-872-6611 ext. 137

- Oversees the execution, marketing and sales of the contract
- Coordinates all contract marketing activity
- Software implementation and programming.

James Lockley Bids and Contracts Manager jiml@k-log.com 800-872-6611 ext. 120

- Responsible for contract submittal, maintenance and compliance
- Main contact for RFP follow up.
- Main contact for contract signing.
- Contact for large quotes and bids.

Armin Hofmann Sales Manager armin@k-log.com 800-872-6611 ext. 143

- Manages sales department.
- Sales functions include customer interaction, bids, quotes, order entry, expediting, order tracking and follow up.

Leslie Clark Quality Control Specialist lesliec@k-log.com 800-872-6611 ext. 157

- Responsible for resolving issues involving freight damage, product warranty claims, missing parts, etc.

Lisa Johnson Accounting Manager lisa@k-log.com 800-872-6611 ext. 151

- Lisa John Accounting and Office Staff Management
- Oversees Order Entry, Billing, Bills of Lading, etc.
- Manages AR/AP
- Development of Company / Office Procedures and Policies

Main Contacts

Contract Management	James Lockley	jiml@k-log.com
Orders, Quotes, Order Status,	Sales	info@k-log.com
Defective / Damaged Product	Leslie Clark	lesliec@k-log.com
Sales Reporting	Colleen Cunningham	colleenc@k-log.com





Tab D Technical Proposal

K-Log, Inc. is prepared to provide a comprehensive selection of office and classroom furniture to TXShare members under this agreement. Our catalogs feature more than 10,000 furniture items while our e-commerce website contains approximately 14,000 furniture products. K-Log is an authorized dealer for the furniture manufacturers listed below.

Manufacturers

Alera	Flagship Carpets	Magnuson Group	Sandusky Lee
Allied	Flash Furniture	Marco Group	Sauder
Alumni	Ghent	Marsh Industries	Scholar Craft
Amplivox	Global	Martin	Screenflex
AmTab	Gratnells	Master Vision	Smith Carrel
Bestar	GT Grandstands	Midwest Folding	Smith System
Bindertek	Hale	Millennium Mat	Sound Craft
BOSS	Haskell Education	Mooreco	Steel Cabinets USA
BBF	Hirsh	National Public Seating	Stevens Ind.
CEF Inc.	Holland Barstool	Office Source	Storex
Certwood	HON	Office Star	Studio Designs
Claridge	HPFI	Offices to Go	Tenjam
Copernicus	Intellistage	Oklahoma Sound	Tennsco
Correll	Ironwood	Olio Designs	Tensator
Datum	Jonti-Craft	Paragon	Tesco
Diversified Spaces	Kantek, Inc.	Premier Hospitality	Tot-Mate
Draper	KFI Studios	Quantum Storage Systems	Ultra-Site
Durham	KI	Radius Display Products	Virco
ES Robbins	Lavi Industries	Regency	Waddell
Eurotech	Leisure Craft	Rightangle	Wesco
FireKing	Linea Italia	SAFCO	Wisconsin Bench
	Luxor		Wooden Mallet

Product Categories

Art & Drafting	Displays & Signs	Outdoor
AV & Technology	Early Childhood	Partitions
Boards & Easels	Facility Equipment	Performing Arts
Cafeteria & Breakroom	Filing	Reception & Lounge
Carts & Stands	Library & Media Center	Safety & Sanitizing
Chairs & Seating	Literature & Mail Sorters	Science Lab
Conference	Makerspace & STEM	Storage & Shelving
Desks	Office Collections	Tables



Product Categories continued

K-Log is well equipped to provide product solutions in Categories #1, #2, #3 and #4 as described in exhibit A.

Services

K-Log provides a number of services related to the purchase of school and office furniture products. The following will provide an explanation of each.

Customer Service

K-Log's Sales Department is based at our corporate offices in Zion, Illinois and is manned by a full staff from 7:00 am to 6:00 pm Central. Customer support is available before, during and after the sale by phone, e-mail, fax and chat. All sales representatives receive detailed training on products, options, software, workflow, contracts and customer expectations. Management analyzes customer communications to assure service standards are met. Among the services the sales department provides are:

Assistance with Product Selection – Assess customer needs in terms of function, budget, lead time, options, etc.

Assistance with procurement options – Bids, quotes, available contracts and agreements.

Quotes – Provide pricing, including freight charges and installation if desired.

Order status – Communicate shipping dates / updates.

Logistics – The sales department coordinates shipments from multiple vendors and provides communication between the manufacturer, customer and installation contractor (if applicable) to assure products arrive on schedule.

Quality Control – K-Log has a dedicated QC staff to handle problems. These may include warranty issues, missing parts, freight damage, etc. Most calls are answered immediately or returned within one hour. The time frame for resolving these types of problems varies depending on the nature of the issue and the mutually agreed resolution.

Complimentary Design Services

A member of our design team starts the process by consulting with the customer to complete our Design Planning Worksheet. This process includes gathering information about the space, including blueprints, storage needs, lists of existing furniture, utility locations, etc. Using 20/20 Giza CAD software, we supply line drawings and 3D color renderings of the fully furnished space. Our designer is available to revise drawings, if necessary, and to assist with fabric / finish selections. A detailed quote is then provided based on the design.



Project Management

As a vendor of multiple manufacturers with customers located throughout the United States, K-Log has extensive experience coordinating shipments and installations for our customers. We are accustomed to accommodating the unique needs of the public sector throughout the procurement process. From planning & budgeting to purchasing, delivery and installation, K-Log works with our customers through each phase of the project.

Freight

Freight costs are not included in K-Log's published prices. Freight terms are FOB Destination, Prepaid and Added to Invoice. Under these terms K-Log assumes liability for lost or damaged shipments. Standard freight costs are for dock delivery. Additional services such as lift gate, call before delivery and inside delivery incur additional costs. Accurate freight quotes are provided to K-Log customers prior to ordering.

Product Assembly / Installation

K-Log offers professional installation services in all 50 states through a network of local partners.

Services range from furniture delivery, assembly and debris removal to specialty jobs such as on-site casework, millwork and locker installation. As part of the quoting process K-Log gathers project specifications and site details on behalf of our installation contractor. All customer service issues are handled by K-Log staff before, during and after installation.

Due to the fact that installation costs vary widely by location, site details and type of product K-Log must quote installation costs for each order individually rather than offer a standard hourly rate. For this reason, K-Log is unable to provide a quote under Category # 5.

Order Processing

Customers may order online, via e-mail or by contacting K-Log's sales department. K-Log accepts Purchase Orders from all public agencies with terms of Net 30 days. Net 30 terms are available to private companies, private schools and charter schools upon credit approval.

Once the order is received it is reviewed and processed by order entry. If the order is incomplete or requires any changes, it is put on hold and assigned to a member of the sales team for follow up. Customers receive an order acknowledgement which includes a shipping date and tracking information within 24 hours.

Process for Delivery of Orders

Upon shipment from the manufacturer K-Log notifies the customer that the order is in transit. If the customer has requested call before delivery service, the carrier will call 24 hours before delivery. Upon arrival the customer should inspect the shipment and note any damage before accepting the delivery.



Delivery of orders continued

Should concealed damage or shortages, be discovered, the customer need only contact K-Log for repair or replacement.

Invoicing

Upon shipment a paper copy of the invoice is mailed to the customer. A PDF version of the invoice will be emailed upon request.

Payment Forms:

Check

Visa, MasterCard, American Express and Discover

Government credit cards such as P-Cards

Wire Transfers and ACH payments.

Product Warranties

Warranties range from 1 year to Limited Lifetime depending on the manufacturer and the product. While products are warranted by the manufacturer, K-Log actively assists our customers in filing claims and resolving issues. Because we choose our manufacturing partners carefully, incidents of product defects are very low. However, when problems arise K-Log is able to leverage our longstanding relationships with our suppliers to get things resolved quickly and efficiently.

Exceptions

No exceptions are taken to any part of this RFP.

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Tab E

References

Loudoun County Public Schools
Kelly McCaffrey Pope
Distribution Center Operations Specialist
Western Distribution Center
37240 E. Richardson Ln.
Purcellville, VA 20132

kelly.pope@lcps.org

571-252-1938

Aldine ISD
Carlotta Nicholas
Director of Purchasing
14910 Aldine Westfield Road
Houston, TX 77032

crnicholas@aldineisd.org

281-985-6141

Reaching Across Illinois Library System (RAILS)
Amanda Musacchio
125 Tower Dr.
Burr Ridge, IL 60527

Amanda.musacchio@railslibraries.info

630-734-5188

SW Ohio Educational Purchasing Cooperative
Robin Houston
Bid Coordinator
303 Corporate Center Drive
Vandalia, OH 45377

robin.houston@epcschools.org

937-890-3725

CASE STUDY: The American School of Antananarivo Madagascar



BACKGROUND: The American School of Antananarivo, located on the island nation of Madagascar, is a globally recognized, US accredited, International Baccalaureate World School. Established in 1969, the school now enrolls over 200 pre-Kindergarten through 12th grade students from 30+ nationalities, with a faculty and administrative staff of over 60 people. Set to open in time for the 2017-2018 school year, their new campus needed an array of desks, work tables, seating, case goods, science tables and storage units, as well as office, reception and outdoor furniture.



PRODUCT SELECTION: During the product selection phase, our sales staff worked in close collaboration with the school's project manager to select products that not only met their needs, but would be available to ship to a US freight forwarder on time. Equivalent alternatives were identified for any items that were backordered by the manufacturer. In the end, items as diverse as cafeteria tables, science lab cabinets and lounge seating were selected from 34 different manufacturers.

PROJECT MANAGEMENT: By choosing to purchase all of these items from K-Log, the coordination of the shipments and preparation of consolidated customs documents, was all handled by a K-Log Project Manager. As the school was located 9,300 miles from K-Log's main office in Zion, Illinois, email updates became the norm. The logistics involved in coordinating the timely delivery of these products required attention to detail, on-going oversight, and constant communication with the manufacturers, shipping agents and the school personnel. Working with a US freight forwarding company, 12 cargo containers were dispatched through four separate overseas shipments. As luck would have it, a Customs Workers' strike in Madagascar took place just as one of the ocean vessels arrived. Having accurate documentation minimized the delay and ensured the most expedient resolution of the issues. Thanks to the well-prepared administrative staff at the ASA Madagascar and K-Log's responsive customer service reps, the majority of the new campus was ready for the start of the fall session, with the furnishings they needed to accommodate their student body in a world class facility.

"I am very satisfied with the work you have done and the customer care that you've provided on these orders. You will be the first one I will contact or recommend for any future projects related to office and school furniture supply."

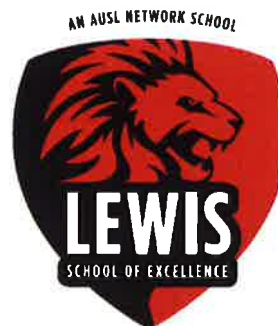
- Andry Rasolofomalala Project Manager, The American School of Antananarivo



1224 27th Street
Zion, IL 60099
phone 800.872.6611
e-mail info@k-log.com
website www.k-log.com

CASE STUDY:

Leslie Lewis Elementary School Chicago, IL



BACKGROUND: Norma Mojica, School Clerk at Leslie Lewis Elementary School contacted K-Log searching for new guest and task seating, bookcase storage, office desks, file storage and a hutch for her office. Of course, Norma wanted to show her school pride and support for the Lewis Lions by incorporating the red and black school colors in her furniture choices.



PRODUCT SELECTION: Working with Heidi in K-Log's customer service department, Norma chose a sofa and loveseat from the Sonnet series with Antimicrobial vinyl, the Passage series desks, hutch, bookcases and file storage cabinet, along with Effervescent Self Adjusting SpaceFlex® Back task chairs.

PROJECT FOLLOW-THRU: Today, the offices at Lewis School are not only well-organized and functional, they also proudly tie-in with the school's color scheme and provide a comfortable and unified area that exemplifies the school motto; "One Team, One Dream"!



"I always reach out to Heidi for anything that I need. She is an amazing customer service rep. She is always willing to give me suggestions on products and help me in any way. She treats you like a kind friend, always there when you need her and always willing to help. I just wish that other companies had the same kindness and respect. You need to clone her!"

- Norma Mojica, School Clerk for Leslie Lewis Elementary School

CASE STUDY: Boyertown Area Senior High School Boyertown, PA

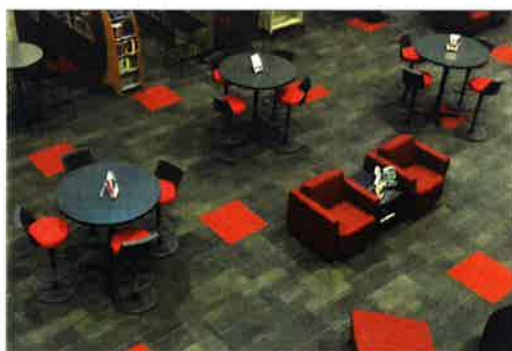


BACKGROUND: Sheila Barton, Paralibrarian at Boyertown Area Senior High School library contacted K-Log searching for cafe-height tables to continue their on-going efforts to make the school library a place where students can enjoy an area of casual and relaxing literary exploration.



PRODUCT SELECTION: Working within the established color theme of gray and orange, Sheila chose items from K-Log's Terrace series of tables that seamlessly integrate with the existing furniture and surroundings and can easily accommodate an array of books, laptops and media devices.

PROJECT FOLLOW-THRU: Today's school library is more than the book repository of yesteryear. Libraries have grown into comfortable, multi-faceted areas of multi-media enlightenment. Many libraries have even expanded to incorporate maker space areas to build and collaborate with others on tactile-based projects.



"Thank you so much for putting a rush on these tables. As you can see, they are just perfect!! This morning when I opened the doors at 7:15 a.m., students RAN to the tables to sit at them...and that's quite a thing for high schoolers!! AND...thank you again for your wonderful service and attention to detail. You can be assured that if we have any other furniture needs, your name is on the top of my list!!"

- Sheila Barton Boyertown Area Senior High School Paralibrarian



Tab F Pricing

K-Log is offering TXShare members a 5% discount from its published prices. This discount applies to all products in K-Log's catalog and all products listed on K-Log's website. (www.k-log.com)

The attached price list includes the following information:

Vendor	(Manufacturer)
Item no.	(K-Log)
Part No.	(Manufacturer)
Product Description	
List Price	
Minimum Quantity	
Price	(K-Log Published Price)
MLQTY	(Units required for qty. discount)
MLPrice1	(Quantity Price)
TXShare Price	(5% off K-Log Published Price)
TXShare ML Price	(5% off Quantity Price)

Pricing Notes

- Pricing is for product only and does not include freight costs nor installation.
- Additional volume discounts may be available for orders > \$20,000.
- Pricing is adjusted annually to coincide with the publishing and distribution of K-Log's catalogs in February.

TXShare

Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For
Office and Classroom Furniture with Installation and Related Services
RFP # 2023-074

Sealed proposals will be accepted until **2:00 PM CT, Tuesday, September 5, 2023**, and then publicly opened and read aloud thereafter.

K-Log, Inc.

Legal Name of Proposing Firm

James N. Lockley

Bids and Contracts Manager

Contact Person

Title

800-872-6611 ext. 120

ebid@k-log.com

Telephone Number

E-Mail Address

1224 27th St.

Zion, IL

60099

Street Address of Principal Place of Business

City/State

Zip

Complete Mailing Address

City/State

Zip

Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

By signing below, you hereby certify that the information contained in this proposal and any attachments is true and correct, and may be viewed as an accurate representation of proposed services to be provided by this organization. You agree that failure to submit all requested information may result in rejection of your company's proposal as non-responsive. You certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. You acknowledge that you have read and understand the requirements and provisions of this solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract. And furthermore that I certify that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.



Authorized Signature

**ATTACHMENT I:
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance may be requested to be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 6.04.

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



Date: 8/01/2023

**ATTACHMENT II:
CERTIFICATIONS OF OFFEROR**

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



Date: 8/01/2023

**ATTACHMENT III:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



8/01/2023

Date: _____

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification or any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



Date: 8/01/2023

**ATTACHMENT V:
DRUG-FREE WORKPLACE CERTIFICATION**

The K-Log, Inc. (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the K-Log, Inc. (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



Date: 8/01/2023

**ATTACHMENT VI:
CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



Date: 8/01/2023

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

8/01/2023

Date

**ATTACHMENT VII:
CERTIFICATION OF FAIR BUSINESS PRACTICES**

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

K-Log, Inc.

Signature of Authorized Representative:



Date: 8/01/2023

ATTACHMENT X

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

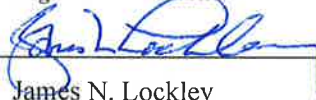
**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
 - B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
 - C) Telecommunications or video surveillance services used by such entities or using such equipment.
 - D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.
- The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

James N. Lockley

NAME OF COMPANY:

K-Log, Inc.

DATE:

8/01/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

A) means, with respect to the entity or association, to:

- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
- II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
- III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:

- I. contracts with a sole-source provider; or
- II. the government entity does not receive bids from companies who can provide written verification. The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**SIGNATURE OF AUTHORIZED
PERSON:**

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:


James N. Lockley

K-Log, Inc.

8/01/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

**SIGNATURE OF AUTHORIZED
PERSON:**

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.


☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:


James N. Lockley

K-Log, Inc.

8/01/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Market Basket Pricing Form

<i>Item # 1: HON Ignition Mesh Back Desk Chair, Model #: HONI2M2AMLC10TK</i>	
Vendor List Price:	\$
Percent (%) Discount off of List Price:	%
TXShare Price (Vendor Price less discount):	\$
Assembly Rate (per hour):	\$
Estimated Number of Hours to Assemble:	

Optional:

<i>Market Equivalent Manufacturer, Item Model # and Description:</i>	BOSS BOHM-BK Mesh back task chair with Synchro-Tilt - Weight Capacity 275 lbs.
<i>Market Equivalent Vendor List Price:</i>	\$ 197.00
<i>Market Equivalent TXShare Price (Vendor Price less discount):</i>	\$ 187.15

<i>Item # 2: Benton Studio Bellanca Guest Chair, Model #: H-6530L-BK-1</i>	
Vendor List Price:	\$
Percent (%) Discount off of List Price:	%
TXShare Price (Vendor Price less discount):	\$

Optional:

<i>Market Equivalent Manufacturer, Item Model # and Description:</i>	BOSS BORS-GC Heavy Duty Caresoft Guest Chair. Weight Capacity 300 lbs.
<i>Market Equivalent Vendor List Price:</i>	\$ 213.00
<i>Market Equivalent TXShare Price (Vendor Price less discount):</i>	\$ 202.35

<u>Item # 3: Offices To Go 5-Shelf Bookcase, Model #: SL71BC</u>	
Vendor List Price:	\$ 346.00
Percent (%) Discount off of List Price:	5 %
TXShare Price (Vendor Price less discount):	\$ 328.70

Optional:

Market Equivalent Manufacturer, Item Model # and Description:	
Market Equivalent Vendor List Price:	\$
Market Equivalent TXShare Price (Vendor Price less discount):	\$

<u>Item # 4: NPS Rectangle Cafeteria Table, Model #: NPS-MTS10</u>	
Vendor List Price:	\$ 1,762.00
Percent (%) Discount off of List Price:	5 %
TXShare Price (Vendor Price less discount):	\$ 1,673.90

Optional:

Market Equivalent Manufacturer, Item Model # and Description:	
Market Equivalent Vendor List Price:	\$
Market Equivalent TXShare Price (Vendor Price less discount):	\$

<u>Item # 5: TechOrbits Height Adjustable Standing Desk Sit to Stand Riser Converter Workstation, Model #: OF-206-2</u>	
Vendor List Price:	\$
Percent (%) Discount off of List Price:	%
TXShare Price (Vendor Price less discount):	\$

Optional:

Market Equivalent Manufacturer, Item Model # and Description:	Kantek KST-90 Sit to Stand Desk top Riser
Market Equivalent Vendor List Price:	\$ 507.00
Market Equivalent TXShare Price (Vendor Price less discount):	\$ 481.65

<u>Item # 6: Structure Series Open Front School Desk w/ Black Book Box, Model #: LNT-0027-SO</u>	
Vendor List Price:	\$
Percent (%) Discount off of List Price:	%
TXShare Price (Vendor Price less discount):	\$

Optional:

<i>Market Equivalent Manufacturer, Item Model # and Description:</i>	Alumni Closed box desk w/ Round Legs, 18 x 24 laminate top. height adjustable 22" to 30"
<i>Market Equivalent Vendor List Price:</i>	\$ 128.00
<i>Market Equivalent TXShare Price (Vendor Price less discount):</i>	\$ 121.60

<u>Item # 7: Magellan L-Shaped Corner Desk, Model #: HS-MG-2060</u>	
Vendor List Price:	\$
Percent (%) Discount off of List Price:	%
TXShare Price (Vendor Price less discount):	\$
Assembly Rate (per hour):	\$
Estimated Number of Hours to Assemble:	

Optional:

<i>Market Equivalent Manufacturer, Item Model # and Description:</i>	Sauder SASSO-LD L-Shaped desk 68.75 W x 22.75 D x 31.75 H
<i>Market Equivalent Vendor List Price:</i>	\$ 575.00
<i>Market Equivalent TXShare Price (Vendor Price less discount):</i>	\$ 546.25

EXHIBIT C

RFP 2023-059	Texas Service Area Designation or Identification		
Proposer Name:	K-Log, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas <input checked="" type="checkbox"/>	Will not service the entire State of Texas	
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

RFP 2023-059	Nationwide Service Area Designation or Identification Form								
Proposer Name:									
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all Fifty (50) States</td> <td>X</td> <td>Will not service Fifty (50) States</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> <p>If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>			Will service all Fifty (50) States	X	Will not service Fifty (50) States			
Will service all Fifty (50) States	X	Will not service Fifty (50) States							
Item	State	Region/MSA/City	Designated as a Service Area						
1.	Alabama								
2.	Alaska								
3.	Arizona								
4.	Arkansas								
5.	California								
6.	Colorado								
7.	Connecticut								
8.	Delaware								
9.	Florida								
10.	Georgia								
11.	Hawaii								
12.	Idaho								
13.	Illinois								
14.	Indiana								
15.	Iowa								
16.	Kansas								
17.	Kentucky								
18.	Louisiana								
19.	Maine								
20.	Maryland								
21.	Massachusetts								

22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		