

REQUEST FOR PROPOSALS:
***Construction Equipment with Related Attachments, Accessories,
Supplies, and Services***

RFP #:
COG-2149

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
May 22, 2023

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

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PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- Proposal Form 3: Diversity Vendor Certification Participation**
- Proposal Form 4: Certifications and Licenses**
- Proposal Form 5: Unresolved Findings for Recovery**
- Proposal Form 6: Mandatory Disclosures**
- Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- Proposal Form 9: Clean Air Act & Clean Water Act**
- Proposal Form 10: Debarment Notice**
- Proposal Form 11: Lobbying Certification**
- Proposal Form 12: Contractor Certification Requirements**
- Proposal Form 13: Boycott Certification**
- Proposal Form 14 Federal Funds Certification Forms**
- Proposal Form 15: Arizona Contractor Requirements**
- Proposal Form 16: New Jersey Requirements**
- Proposal Form 17: General Terms and Conditions Acceptance Form**
- Proposal Form 18: Equalis Group Administration Agreement Declaration**
- Proposal Form 19: Master Agreement Signature Form**

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PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. OVERVIEW & QUALIFICATIONS

1.1. Company Information

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| 1.1.1. Company Name: | Kubota Tractor Corp. | |
| 1.1.2. Corporate Street Address: | 1000 Kubota Drive; Grapevine, TX 76051 USA | |
| 1.1.3. Website: | Kubotausa.com | |
| 1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change. | In 1969 Kubota Corporation filled a void in sub-compact tractors by introducing its first tractor into the United States. The Kubota Tractor Corporation was formed in 1972 as a privately held corporation of Kubota Corporation, Osaka, Japan. It has been growing and expanding its offering in the United States ever since. | |
| 1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company: | Contact Name: | Trisha Davis |
| | Title: | National Accounts, Product Sales Specialist |
| | Phone: | 817-532-3879 |
| | E-Mail Address: | trisha.davis@kubota.com |
| 1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function). | Contact Name: | Mark Adams |
| | Title: | Manager, National Account Sales |
| | Phone: | 630.488.8001 |
| | E-Mail Address: | mark.adams@kubota.com |

1.2. Financial Strength & Legal Considerations

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| 1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: If the information disclosed in your response is considered "Trade Secret" as | Kubota can demonstrate this financial strength and stability in multiple ways. Kubota pays dividends on its stock. Dividends attract long-term investors and offering them is a sign of financial stability. Additionally, in 2020, Kubota announced a multi-year strategic alliance with Microsoft. Kubota is migrating its IT infrastructure and SAP mission-critical systems onto Microsoft's trusted cloud platform. This investment in long-term company infrastructure streamlines business operations, accelerates innovation, and shifts towards a solution provision model. Furthermore, this investment not only demonstrates financial strength and stability, it |
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| <p>defined in Ohio Revised Code, respondents may mark the information as a “<i>Trade Secret</i>” and the response will be redacted from any future use of the RFP response.</p> | <p>allows Kubota to develop A-1 based solutions for businesses in the area of food, water, and the environment.</p> <p>Kubota Tractor Corporation’s parent company, Kubota Corporation, carries an AA-issuer rating as well as a Long -Term Issue rating of AA-. The short-term rating is a A-1+. This rating denotes a high certainty of fulfillment of short-term obligation. In closing, a copy of the most recently available full year financial report has been included in documentation.</p> |
| <p>1.2.2. <i>Bankruptcy & Insolvency.</i> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p> | <p>No, Kubota has never petitioned for bankruptcy protection.</p> |
| <p>1.2.3. <i>Litigation.</i> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p> | <p>None</p> |
| <p>1.3. Industry Qualifications</p> | |
| <p>1.3.1. <i>Company Identification.</i> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p> | <p>Distributor. Kubota Tractor Corporation was incorporated under the laws of the State of California and is a wholly owned subsidiary of the holding company Kubota North American Corporation which is wholly owned by Kubota Corporation, a Japanese Corporation. Kubota Tractor Corporation and Kubota Canada Ltd. Sell Kubota equipment to the Kubota dealer network of over 1,100 independently owned Kubota dealerships. These dealers service and sell Kubota products in all 50 states and throughout Canada.</p> |
| <p>1.3.2. <i>Manufacturer Authorization.</i> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.</p> | <p>No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our ISO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. ISO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved ISO 9001 certification. Twenty-four Kubota Group companies whose primary operation is manufacturing have acquired certification.</p> <p>Certifications demonstrate Kubota’s commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota’s operational excellence and our certifications.</p> |
| <p>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i> Describe the different channels in which this contract will be made available to</p> | <p>A unique aspect of Kubota s distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Equalis members within our 1,100+ location dealer network. This</p> |

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| <p>Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete <u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></p> | <p>allows for Equalis members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehouses (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Equalis members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Equalis member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements and the geographic regions for altitudes).</p> |
| <p>1.3.4. Network Relationship. If your company is best described as a manufacturer or service provider, please describe how your dealer network and how it operates to sell and deliver the Products & Services proposed in this RFP. If applicable, is your network independent or company owned?</p> | <p>Our Kubota Dealer Network is the key to our success. Boasting over 1,100 dealers throughout the United States and Canada and considered to be the best in the industry. Kubota Dealers are independently owned and operated and a list of each dealer and location is provided in the Additional Documents file. These are full service physical locations that our Equalis members can use for equipment quotes and purchases and have highly trained professionals to service the government market.</p> |
| <p>1.3.5. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p> | <p>Kubota Corp. engages in the manufacture and sale of agricultural and construction machinery equipment. It operates through the following segments: Machinery; Water and Environment; and Others. The Machinery segment consists of agricultural equipment and its related products, engines, and construction machinery. The Water and Environment segment includes pipe-related products such as ductile iron pipes, plastic pipes, valves, and pumps; environment-related products; and social infrastructure-related products such as industrial castings, spiral welded steel pipes, vending machines, electronic weighing systems, precision and air-conditioning equipment. The Others segment offers design, construction and residential equipment manufacturing services. Its products include tractors, combine harvester and rice trans planter, utility vehicle, turf equipment, weighing and measuring control systems, ductile iron pipes, valves, pumps, environmental equipment and plant engineering, membrane solutions, waste-water treatment plant and materials. The company was founded by Gonshiro Kubota in February 1890 and is headquartered in Osaka, Japan. Owning a Kubota is more than just a transaction. Each piece of equipment sold is backed by a knowledgeable dealer network that works hard to ensure you're choosing the best product for your needs beforehand and remains committed to keeping you informed and well-serviced long after the sale. More than 1,100 authorized Kubota dealerships can be found nationwide. Kubota's financial details can be viewed on our Global website at https://www.kubota.com/jr/indicators/index.html</p> |
| <p>1.3.6. Geographic Reach. Describe your company's service area in the United States and which areas you intend to</p> | <p>Kubota is proud to serve all geographic areas and all Equalis member sectors within the United States and Canada to offer our complete products and services.</p> |

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| <p>offer services under a resulting contract if awarded.</p> | |
| <p>1.3.7. <i>Certifications and Licenses.</i> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p> | <p>No licenses and certifications are required to be held by Kubota. However, our commitment to environmental excellence is witnessed in achieving our SO 14001 environmental certifications. SO 14001 certification has been achieved at all domestic sites and 14 production sites in Japan. SO 14001 certification is an environmental certification issued by the International Organization for Standardization. Additionally, all divisions have achieved SO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification.</p> <p>Certifications demonstrate Kubota's commitment to excellence in quality in design, development, and environmental sustainability. Some examples include employing DRBFM, a cross functional disciplined process to evaluate proposed changes to designs. Kubota self-audits quality, quality compliance, cross audits, and audits at short notice. This focus on auditing and compliance is to achieve operational excellence. It is these kinds of actions that result in Kubota's operational excellence and our certifications.</p> |
| <p>1.4. Public Sector Experience</p> | |
| <p>1.4.1. <i>Public Sector Cooperative Contracts.</i> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts</p> | <p>Sourcewell Cooperative Purchasing contract</p> <p>BuyBoard</p> <p>MAPO Cooperative Purchasing Contract</p> <p>Oregon State Contract</p> <p>Louisiana State Contract</p> <p>New York State Contract</p> <p>Pennsylvania State Contract</p> |
| <p>1.4.2. <i>Education Success.</i> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p> | <p>Government and educational sector is extremely important to Kubota Tractor Corporation. We have a dedicated team to support our customers and their specific needs. However, percentage of sales to education sector is considered confidential.</p> |
| <p>1.4.3. <i>Government Success.</i> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p> | <p>Government and educational sector is extremely important to Kubota Tractor Corporation. We have a dedicated team to support our customers and their specific needs. However, percentage of sales to governmental is considered confidential.</p> |

1.4.4. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:

- a. Customer contact person and their title, telephone number, and email address;
- b. A brief description of the products and services provided by your company;
- c. Customer relationship starting and ending dates; and,
- d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---------------------------------|---------------|---------------------|---|------------------------|----------------------------------|
| Village of Holley | Gov't | New York - NY | Construction and grounds maintenance equipment - Kubota equipment purchases | \$25,000-\$50,000 | \$763,406 * |
| Miami Dade Parks and Recreation | Gov't | Florida - FL | Construction and grounds maintenance equipment - Kubota equipment purchases | \$25,000-\$50,000 | \$498,766 * |
| City of Greensboro | Gov't | North Carolina - NC | Construction and grounds maintenance equipment - Kubota equipment purchases | \$25,000-\$50,000 | \$384,395 * |
| Town of Fallsburg | Gov't | New York - NY | Construction and grounds maintenance equipment - Kubota equipment purchases | \$25,000-\$50,000 | \$355,798 * |
| City of Athens | Gov't | Alabama - AL | Construction and grounds maintenance equipment - Kubota equipment purchases | \$25,000-\$50,000 | \$342,345 * |

2. Products & Services

2.1. PRODUCTS & SERVICES

2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are offering as a part of your proposal.

Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities & advantages, warranty information, turnkey capabilities,

Kubota's construction machinery, including mini excavators, wheel loaders, and compact track loaders, have gained high reputation in Europe, North America, Japan, and other Asian countries. Kubota mini excavators in particular are renowned for their advanced features and amenities. They are winning the largest market share in the world (Off-Highway Research, 2013). They also meet European safety standards, which are considered the most rigorous standards in the world. Kubota strives to build an optimal framework for global production that swiftly responds to changing demands. We are also expanding our business in the material handling industry, recently releasing Kubota CTL and SSL and responding to broad customer needs.

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| <p>installation or set-up, training services, maintenance services, or any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p>IMPORTANT. This description along with the products and services included in the Attachment B – Cost Proposal will be utilized to define the overall products and services available under a resulting contract.</p> | <p>Powerful and reliable Kubota engines, the clean-running Kubota engine delivers superior horsepower and performance. It offers low noise and vibration levels as well as exceptional fuel efficiency.</p> <p>Anti-Theft System: Only "programmed keys" can start the engine. Even if keys are identically shaped, they can't start the engine unless they are programmed. In fact, if someone attempts to start the engine with an un-programmed key, it will activate the system's alarm. The alarm will continue to sound until the programmed key is inserted into the ignition and starts the engine.</p> <p>Auto Idling System: Save fuel with Kubota's Auto Idle. It automatically reduces engine RPM, when high engine speed is not required. When the control levers are in neutral for more than four seconds, the engine RPM idles. If you move any control lever, the engine RPM immediately returns. This innovative feature reduces noise and emissions, while lowering operating cost.</p> <p>Eco Plus: Kubota's unique ECO PLUS feature prioritizes fuel economy and supports the environment. You can activate 'Eco Mode' with the flick of a switch for fuel savings over the 'Standard Mode.'</p> |
| <p>2.1.2. Repair & Maintenance. Are repair and maintenance services included in your proposal. If yes, please describe.</p> | <p>Kubota has made routine maintenance extremely simple. The engine and other major components can be inspected quickly and easily. Warranty support is provided through a network of more than 1,100 authorized Kubota dealers nationally.</p> |
| <p>2.1.3. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p> | <p>High Durability with 40 years of expertise manufacturing the mini excavator, we design the products paying attention to every detail so as to prevent damage and destruction. Thus, Kubota established a reputation for high durability from customers around the world.</p> |

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| <p>2.1.4. Warranty. Describe notable features and/or characteristics of your organization's equipment warranty that a public sector customer would find interesting or appealing. Pricing related to any extended warranty options must be included in <u>Attachment B – Cost Proposal</u>.</p> <p>Provide a copy or link to the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this RFP.</p> | <p>All Kubota Tractor Corporation products are covered by our Kubota warranty. Kubota is the sole manufacturer for all products in our proposal and no items in our proposal are made by other manufacturers.</p> <p>Kubota Limited Warranty: Every new product comes with standard warranty coverage. Find the length of the standard warranty coverage for each new Kubota.</p> <p>Kubota Orange Protection Program: Purchasing the Kubota Orange Protection Program gives you extended coverage, without interruption, for one or two years.</p> <p>Warranty documents providing details are included in this proposal.</p> <p>Warranty details are provided in the warranty guide. The warranty guide is fully instructive in warranty details. Abuse and neglect for example are not covered under warranty.</p> |
| <p>2.1.5. Training. Describe any training made available to agencies who purchase equipment.</p> | <p>Training is available for all products found in this contract through our dealer network. Training is tailored to the member's existing knowledge and requirements. Operator training is provided for every member upon delivery of each product. More advanced levels of training are available upon request. Other training such as additional on-site training may be requested by members. This training may be discussed with dealers and provided as an additional line-item in an Equalis member quote.</p> <p>Kubota and your local Kubota dealer are committed to providing quality service to meet your needs. Kubota dealer technicians are linked to our state-of-the-art online Service Center, which provides access to technical information. Dealer technicians are also given extensive hands-on training from factory trained instructors to develop and maintain their knowledge and skills. We pride ourselves on providing you with timely and accurate diagnoses and repairs whenever it's needed.</p> <p>myKubota is a free app available for iOS and Android from the Apple App Store (iOS) and Google Play Store (Android) with great features like adding your equipment, browsing attachments and implements compatible with your machine(s) and much more.</p> <p>KubotaNOW Telematics is an advanced reporting and processing system for select Kubota equipment models, bringing value to the customer through increased awareness and insight into the performance of their Kubota equipment.</p> |

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| | Diagnose and repair your own equipment. Kubota On Board Diagnostic Software, repair manuals, and special tools are now available to purchase through your local dealer. |
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3. Business Operations

3.1.1. Logistics

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| <p>3.1.2. Distribution & Shipping Capabilities. Describe how your organization plans to distribute the products/services within your geographic reach.</p> <p>Your response may include, but is not limited to, information related to the number of distribution facilities, supply chain partners, fill rates, on-time delivery rates, and your ability to accommodate expedited orders.</p> | <p>A unique aspect of Kubota’s distribution method is having new forward inventory placed within our Kubota dealer network. Many products, attachments, accessories, and solutions are already in place and close to Equalis Members within our 1,100 plus location dealer network. This allows for members to visit local dealers and many times have a hands-on opportunity with a solution prior to acquisition. While Kubota does ship products from its three US warehoused (California, Georgia, and Kansas) and one in Canada (greater Toronto area), this access to solutions locally is an added benefit to Equalis Members. Additionally, have a local, servicing dealer allows for specialization of products to meet local and unique Equalis member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).</p> |
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3.2. Customer Service

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| <p>3.2.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p> | <p>Kubota has created a one-step process for customer service for Equalis members. Equalis members with one call or email can easily access parts, service, warranty work or training locally with their servicing dealer. Kubota dealers are ready to make the process simple and quick for members. Dealers are responsible to in turn work with Kubota directly to provide the best parts and service turnkey solution for Equalis members. Our customer service model places the responsibility on the dealer, not the Equalis member, to understand and deal with the processes behind the scenes. Kubota’s high expectations of its dealer networks extend to customer service and helping members with this quick and easy customer service process.</p> |
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3.3. Customer Set Up; Order & Invoice Processing; Payment

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| <p>3.3.1. Order & Invoice Process. Describe your company’s proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.</p> | <p>The proposed order process is established to best support Equalis members by letting members work closely with their local supporting Kubota dealers throughout the order process. Kubota dealer are included in our response. The process flow below describes both the Equalis member order process as well as the internal order process between Kubota and dealers. Equalis Member Process Flow:</p> <ul style="list-style-type: none"> • Equalis Members contact their local Kubota dealer or Kubota Tractor Corp. directly for a quote. Additionally, Kubota dealers proactively market the Equalis contract may become aware of a need or quote request. If a non |
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| | <p>Equalis member request a quote, dealer can be instructed how to help a prospective and qualifying non-member become an Equalis member.</p> <ul style="list-style-type: none"> • The local Kubota dealer will provide the existing or new member with a Kubota authorized Equalis quote. This quote is created using the Kubota authorized dealer quote tool. • If Equalis members decide to move forward and acquire a Kubota product, Equalis members will issue a purchase order made to the Authorized Kubota dealer. • The servicing dealer will fulfill the order either from their dealer inventory, or the dealer will order the product from Kubota in the event the product is not located in the servicing dealer inventory. • The product is shipped to the Kubota dealer for the required inspections and any preparation needed for the Equalis member. • Delivery is coordinated with the Equalis member and upon delivery, operating instructions are reviewed and dealer assist with all needs and questions by the member. Equalis member satisfaction is ensured before the process moves on. The process continues and turns internally between Kubota and the dealer. <p>Kubota Dealer Process Flow:</p> <ul style="list-style-type: none"> • Dealers will settle the purchased unit indicating the sale is to an Equalis member in order to receive credit for the sale. • The supporting dealer will provide Kubota the quote as well as the Equalis member purchase order for reference. • Kubota will create reports for the dealer sales to Equalis members. Kubota will submit the report to Equalis quarterly if this is an option as opposed to monthly. • Kubota makes payment to Equalis based on the agreed upon administrative fee. |
| <p>3.3.2. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p> | <p>Kubota offers financing and leasing options to Equalis members through Kubota Credit Corporation by our dealer network.</p> |
| <p>3.4. Sustainability, Reclamation, and Recycling Initiatives</p> | |
| <p>3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.</p> | <p>The Kubota Group wishes to become more valuable company that contributes to the improvement of social development and the global environment in the field of food, water, and the environment. We place the greatest importance on environmental conservation regarding our business management and continue the following efforts. here to enter response.</p> |

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| | <p>1. We will focus our efforts on building a decarbonized society. (1) The Kubota Group has a target, of controlling greenhouse gas emissions and net zeroing in 2050 throughout the value chains. In addition, the Kubota Group will disclose information on our efforts to reduce greenhouse gas emissions (Scope 1, Scope 2 and Scope 3) throughout the value chains. (2) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing CO2 emissions per production money amount by 25% or more compared to the base year 2014. (3) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of reducing energy consumption per production money amount by 18% or more compared to the base year 2014. (4) Production plants of the Kubota Group in Japan and other countries have a target, for 2025, of increasing the recyclable energy availability of electric consumption to 1% or more. (5) The Kubota Group in Japan has a long-term target, for 2030, of reducing CO2 emissions from the business sites by 30% compared to the base year 2014. (6) To achieve the above targets, the Kubota Group fully utilizes available cutting edge technologies as follows: improve the efficiency of facilities such as production equipment, HVAC, and lighting devices; replace fuel for production equipment; improve the insulation efficiency of buildings and facilities; visualize energy and reduce unnecessary use of energy; recover waste heat; and use photovoltaic power generation and green electricity. (7) The Kubota Group will quantitatively identify the reduction effect of greenhouse gas emissions and actively provide the information on the reduction effects to clients in Japan and other countries to enlighten them in order to promote the reduction of greenhouse gas emissions through the dissemination of decarbonized products, services and technologies. We will improve the working fuel efficiency of agricultural and construction machinery and promote smart agriculture by using robots and ICT. We will also pursue research and development for decarbonization of power, such as electrification, hybridization and fuel cell application. (8) The Kubota Group supports the TCFD recommendations and actively discloses information related to climate change.</p> |
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4. PRICING

4.1. Cost Proposal

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| <p>4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to</p> | <p>Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step.</p> <p>The discount from published list price is as follows: Excavators – 22% Track Loaders – 22%</p> |
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| <p>assure compliance with the pricing in the Master Agreement.</p> | <p>Skid Steers – 22% Wheel Loaders – 22% Tractor / Loader / Backhoes – 22%</p> |
| <p>4.1.2. Auditable. Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p> | <p>Kubota will offer a specific discount from published list price for each series and product family in our proposed solution. These discounts from MSRP can be found in the supporting pricing documentation submitted in the documents step as well as our internal pricebooks for each category.</p> |
| <p>4.1.3. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal.</p> | <p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p> |
| <p>4.1.4. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p> | <p>Kubota offers best and last pricing for individual units without requiring Equalis members to buy in volume or apply for rebates after the sale.</p> |
| <p>4.1.5. Cost of Shipping. Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</p> | <p>Freight charges will be shown on every member’s quote prior to acquisition. Kubota’s proposed solutions included many various models with great weight and size disparities. These will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, and wherever members are located. A flat rate charge to ensure costs are covered would be prohibitively and artificially high. Our solution is a freight pricing model of showing freight charges tailored by size, model, weight, to a specific location. The solution best addresses the logistical variances in supporting all members equally.</p> |
| <p>Pricing Open Market or Sourced Goods. If relevant, propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p> | <p>Requests for open market “sourced” or non-standard items can be added to members quotes at their request. Acceptance of these quoted sourced/non-standard items will be at the discretion of Equalis members.</p> |
| <p>4.1.6. Total Cost of Acquisition. Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all</p> | <p>Pre-delivery inspections, Dealer Assembly, Factory Assembly and Freight will be shown on all Equalis member quotes to ensure complete costs transparency prior to acquisition. These items will be showing clearly as line items on the quote form. All</p> |

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| <p>additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p> | <p>common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rate will vary due to regional economic differences (e.g. Seattle, WA labor rates are typically higher than Greenville, SC). Kubota reviews all dealer labor rate differences and ensures that all dealer rates are justified and compliant with normal regional economic conditions. Kubota strives to maintain a labor relative to \$125. Per hour. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Equalis members quotes prior to solution acquisition.</p> |
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5. Go-To-Market Strategy

5.1. Bidder Organizational Structure & Staffing of Relationship

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| <p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p> | <p>Executive Contact – Paul Manger – Executive Director</p> <p>Contract Manager – Trisha Davis – Sr Sales Specialist – Government & Municipalities</p> <p>Sales Leader – Mark Adams – Manager, National Account Sales & Trisha Davis – Sr. Sales Specialist – Government & Municipalities</p> <p>Reporting Contact – Trisha Davis – Sr. Sales Specialist – Government & Municipalities</p> <p>Marketing Contact – Jim Jorgensen</p> |
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| <p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p> | <p>Our sales organization is comprised of over 1,100 Kubota dealers nationwide with knowledgeable staff. We also have a group of 10 internal employees who are highly qualified with our National Accounts department within Kubota Corporate organization.</p> |
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5.2. Contract Implementation Strategy & Expectations

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| <p>5.2.1. Contract Expectation. What are your company’s expectations in the event of a contract award?</p> | <p>If awarded the Equalis contract, Kubota expects to meet and exceed the expectations of Equalis members for products, services, and support. Equalis will be our first and best solution for cooperative purchasing. Our dedicated National Account Specialist and Manager for National Accounts will make our Equalis contracts a focus for sales growth throughout the United States.</p> <p>Meetings, instruction, and field support at the dealer level will be part of our marketing plan to promote our contract, engage our dealer network, and advance support of Equalis members.</p> |
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| | <p>Additionally, a priority will be placed on engaging government entities and encouraging the adoption of our Equalis contract in place of establishing individual government contracts. The Kubota dealer network will receive updated training and support to ensure they support Source well members to the fullest. Kubota and the National Account Manager for Municipal and New Business will partner with Source well for marketing materials and trade show support. Kubota looks forward to attending and supporting Source well "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Source well members. Kubota will incorporate all Source well marketing materials, resources, and tools (e.g. training videos, Talkin' Tactics Webinars, etc.) into dealer education and business development.</p> |
| <p>5.2.2. Five (5) Year Sales Vision & Strategy. Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p> | <p>Kubota's sales force contains employees of our company as well as that of our dealer network numbering over 1,100 locations. Sales coverage is in place for all 50 states by both our dealers and Kubota commercial sales team. Our typical dealer averages four sales representatives leading to dealer sales representation that conservatively averages over 4,000 representatives. Kubota in Canada has 154 dealer locations with similar sales force averages. Additionally, Kubota directly employs 51 region sales managers, five district sales managers, and five division sales managers. This Kubota sales force is essential for educating and instructing dealers in promoting and supporting government and education entities. This combined sales effort will also drive new Equalis member growth and engagement.</p> |
| <p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p> | <p>Kubota will market and promote the Equalis contract internally to its dealer network sales team, as well as internally to the Kubota corporate sales team. In addition, Kubota will promote directly among the government and education sectors in multiple ways. To enhance dealer understanding and onboarding for our Equalis Member solution, we use web-based training to further deepen dealer understanding. Marketing materials are designed in conjunction with Equalis for dealers and the national Kubota sales team. We also employ a dealer sales bulletin system that describes in detail for our entire dealer network of 1,100 dealers how to transact and promote our Equalis contract. Part of dealer engagement and understanding is promotion of our dealer quote tool tied specifically to our Equalis solution. This intuitive and easy to use tool means dealers can quote Equalis members quickly and accurately. Kubota will promote local Equalis events among dealers and encourages attendance. Local dealer support is critical for contract success as well as Equalis member support and satisfaction so we place a high level of effort in dealer knowledge and contract support. Dealer engagement is</p> |

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| | <p>critical to marketing success and we couple this with sales engagement among the Kubota corporate sales team. Growth in this channel has been incorporated into Kubota regional sales managers management plan. Lastly, the Kubota National Accounts team attends regional dealer and company events to discuss and promote our Equalis solution internally and with our dealer network. The National Accounts team also attends and promotes Equalis sponsored events. We have and will continue to engage our dealer’s sales team and internal sales teams in a meaningful way to ensure success for our Equalis solution.</p> |
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| <p>6. ADMIN FEE & REPORTING</p> | <p>In addition to promoting our Sourcewell solution internally, we will be promoting our solution externally. Kubota will attend and promote our solution at regional and national events in government and education. We have dedicated resources to this channel to support our marketing plan. Kubota is an ecosystem of high expectations. We will bring these high expectations to our marketing and promotional efforts to supporting events in all government entities, public and private, K-12 schools, colleges, universities, and non-profit organizations.</p> |
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| <p>6.1. Admin Fee, Reporting, and Compliance</p> | |
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| <p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p>NOTE: The proposed Administrative Fee language for this contract is based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u></p> | <p>Kubota proposes paying a 1.5% administrative fee of total Kubota product sales and does not include any 3rd party attachments which may be sold with the Kubota product. Kubota will exclude freight, assembly fees, and pre-delivery inspection fees that are added to the total sales for Kubota products.</p> <p>To ensure pricing accuracy, we maintain our Equalis customer discount pricing in our Dealer Sales Bulletins.</p> |
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| <p>6.1.2. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and</p> | <p>The supporting dealer will provide Kubota the quote as well as the Equalis member purchase order for reference. Kubota proposes to create a monthly report for dealer sales to Equalis Members. Kubota will submit this report to Equalis on either a monthly or quarterly basis depending on what is acceptable.</p> |
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| <p>propose an alternative time schedule for providing these reports to Equalis Group.</p> | <p>We corporately support the pricing offered in this contract a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the Equalis Member quote along with name, address and Equalis member number for reporting accuracy.</p> |
| <p>6.1.3. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p> | <p>Kubota self-audits multiple product groups regularly reviewing and auditing pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group regularly reviews dealer quoting for pricing accuracy. These multiple layers of self-audit and review elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Equalis Group program without submitting all of the required information to report accurately on the Equalis contract usage reports. This information is in turn downloaded to create our usage reports for the Equalis program. This series of overlapping auditing for pricing and reporting drives contract compliance.</p> |

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (“DBE”)

Respondent certifies that this firm is a SBE or DBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: Yes No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: Yes No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: Yes No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: Yes No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

Click or tap here to enter text.

N/A

PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- Yes
- No

PROPOSAL FORM 6: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. N/A

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

- Yes**
 No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Kubota Dealer List as an attachment.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Mark Adams, hereby certify and affirm that Kubota Tractor Corporation, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I, Mark Adams, hereby certify and affirm that Kubota Tractor Corporation, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I, Mark Adams, hereby certify and affirm that Kubota Tractor Corporation, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I, Mark Adams, hereby certify and affirm that **Kubota Tractor Corporation** either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Mark Adams, hereby affirm that this proposal accurately represents the capabilities and qualifications of Kubota Tractor Corporation, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.



Authorized signature: _____

Printed Name: Mark Adams
Company Name: Kubota Tractor Corporation
Mailing Address: 1000 Kubota Drive; Grapevine, TX 76051
Email Address: mark.adams@kubta.com
Job Title: Manager, National Accounts Business Development

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name: Mark Adams
Mailing Address: 1000 Kubota Drive; Grapevine, TX 76051



Signature
Title of Signatory: Manager, National Accounts Business Development

PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature:

Date:

6/30/2023

PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

1. Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.



Signature: _____

Date: 6/30/2023

PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? Yes MA
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating 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 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? Yes MA
(Initials of Authorized Representative)

2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does Bidder agree? Yes -MA
(Initials of Authorized Representative)

3. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts 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. Supplier Partner 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 Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Yes MA
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 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, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner 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. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner’s acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 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 Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? Yes -MA
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week 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 forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

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 subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains 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.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? Yes -MA
(Initials of Authorized Representative)

9. *Byrd Anti-Lobbying Amendment*

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$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 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

10. *Procurement of Recovered Materials*

For participating agency purchases utilizing Federal funds, Supplier Partner 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 maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

11. *Profit as a Separate Element of Price*

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? No - MA
(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



Printed Name: Mark Adams
Company Name: Kubota Tractor Corporation
Mailing Address: 1000 Kubota Dr., Grapevine, TX 76051
Job Title: Manager, National Account Sales

PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

| | |
|--|--|
| Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|--|--|

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member’s discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? Yes - MA
(Initials of Authorized Representative)

Date: 6/30/2023

PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

| | | |
|---|-------------------------------------|-----|
| Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey? | <input checked="" type="checkbox"/> | Yes |
| | <input type="checkbox"/> | No |

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Click or tap here to enter text.

Street: Click or tap here to enter text.

City, State, Zip Code: Click or tap here to enter text.

Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Click or tap here to enter text., an authorized representative Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

| Name | Address | Interest |
|------|---------|----------|
|------|---------|----------|

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: _____

Date: Click or tap here to enter text.

B. Non-Collusion Affidavit

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip: Enter Bidder Name

State of New Jersey

County of **Insert County name**

I, **Insert name here**, of the **Insert name of City** in the County of **Insert name of County**, State of **Insert name of State** of full age, being duly sworn according to law on my oath depose and say that:

I am the **Insert name of job title** of the firm of **Insert company name**, the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized signature:

Job Title: Insert job title here.

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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 non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement 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, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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 it 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.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

D. *C. 271 Political Contribution Disclosure Form*

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html. They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at [N.J.S.A. 19:44A-20.7](#)) are subject to the provisions of P.L. 2005, c. 271, s.2 ([N.J.S.A. 19:44A-20.26](#)). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See [N.J.S.A. 19:44A-8](#) and [19:44A-16](#) for more details on reportable contributions.

[N.J.S.A. 19:44A-20.26](#) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [[N.J.S.A. 19:44A-20.26\(b\)](#)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ [N.J.S.A. 19:44A-3\(s\)](#): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 ([C.19:44A-10.1](#)) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To [N.J.S.A. 19:44A-20.26](#)

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

| | | | |
|--------------|--------------------------|--------------|--------------|
| Vendor Name: | Insert vendor name here. | | |
| | | | |
| City: | Insert City Here. | State:State. | Zip:Zip Code |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the G

| | | |
|---------------------|------------------|---------------|
| _____ | Insert Full Name | Insert Title. |
| Signature of Vendor | Printed Name | Title |

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| | | | \$ |
| | | | |
| | | | |
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Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

| | | |
|--------------------|--------------|---------|
| Freeholders | County Clerk | Sheriff |
| {County Executive} | Surrogate | |

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

| | |
|-------------------------------|-------------------------------|
| Name: Stockholder Name | Name: Stockholder Name |
| Home Address: Home Address | Home Address: Home Address |
| Name: Stockholder Name | Name: Stockholder Name |

Home Address:
Home Address

Home Address:
Home Address

Name: Stockholder Name

Name: Stockholder Name

Home Address:
Home Address

Home Address:
Home Address

Subscribed and sworn before me this ___ day of _____
_____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

We would like to be considered at a 1.5% reporting fee and either quarterly or monthly reporting as we establish this contract.

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Kubota Tractor Corporation
Address 1000 Kubota Drive
City/State/Zip Grapevine, TX 76051
Phone Number 630-488-8001
Email Address Mark.adams@kubota.com
Printed Name Mark Adams
Job Title Manager, National Account Sales



Authorized Signature _____

Initial Term of the Master Agreement

Contract Effective Date: September 1, 2023
Contract Expiration Date: August 31, 2027
Contract Number: [REDACTED]

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

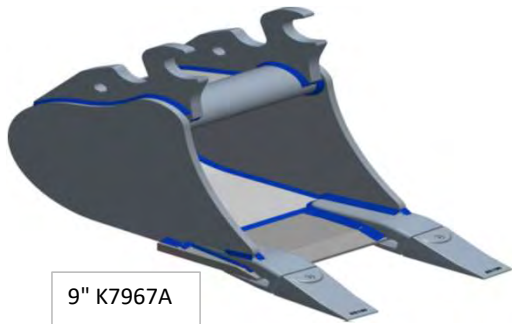
Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____
Name: Franklyn A. Corlett
As: CCOG Board President
Date: _____

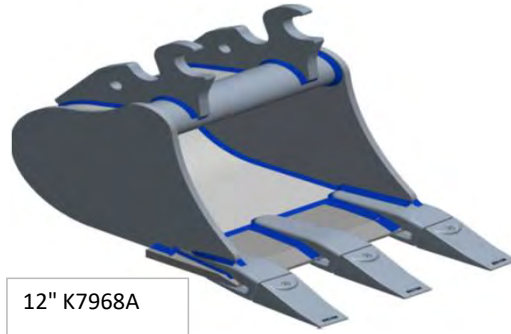
By: _____
Name: Eric Merkle
As: EVP, Procurement & Operations
Date: _____

K and U Series Buckets

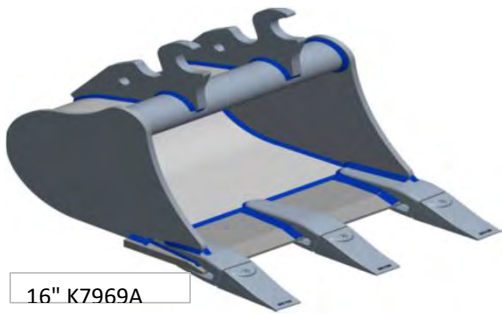
U17 & KX018-4 Popular Quick Attach Buckets



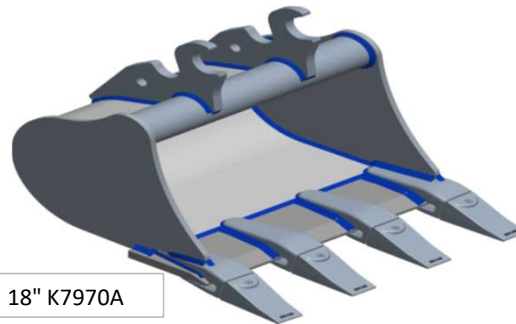
9" K7967A



12" K7968A



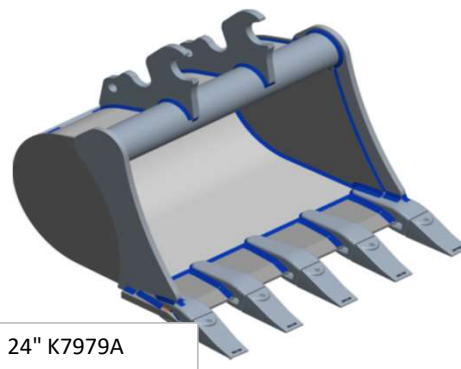
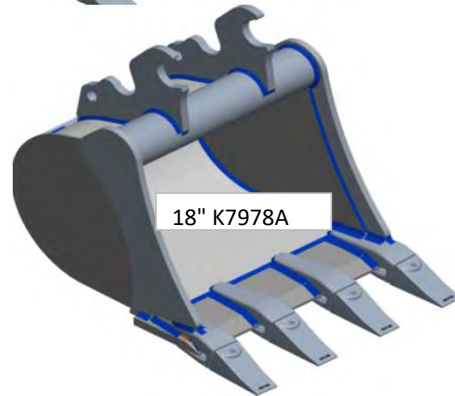
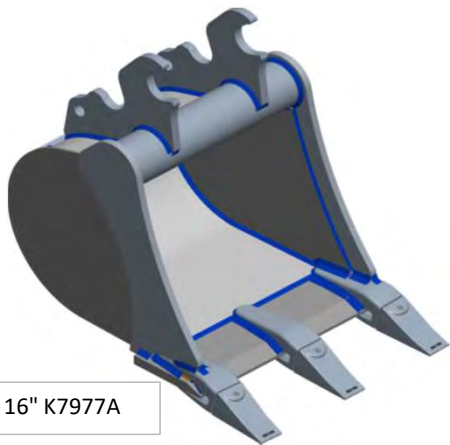
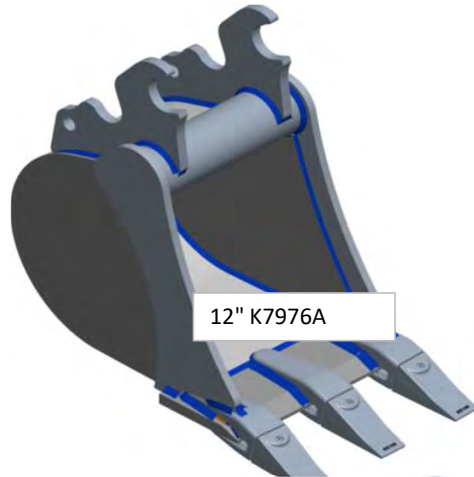
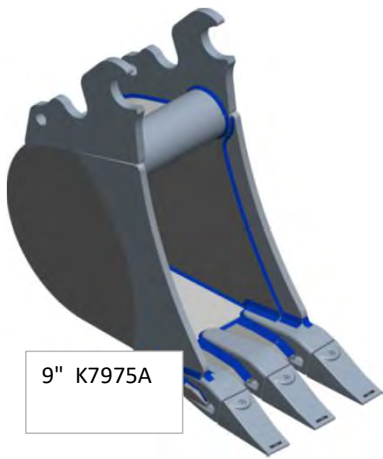
16" K7969A



18" K7970A

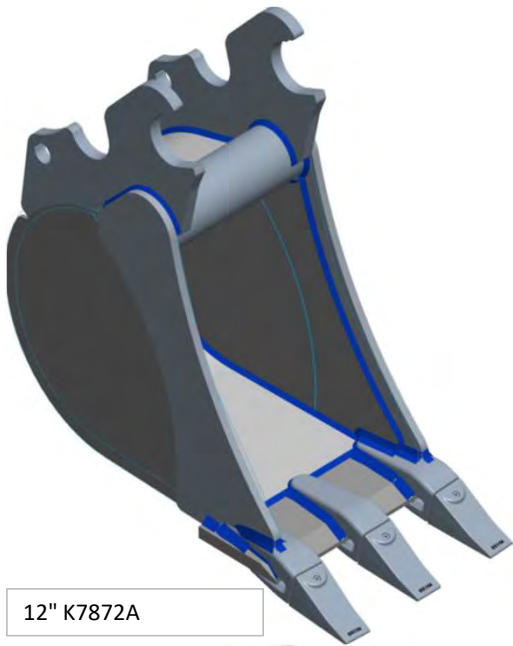
K and U Series Buckets

U27 Popular Quick Attach Buckets

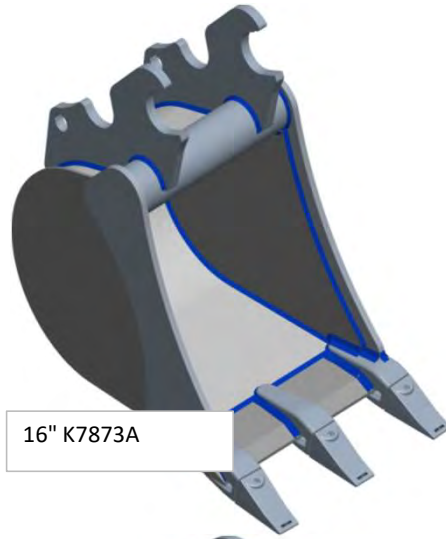


K and U Series Buckets

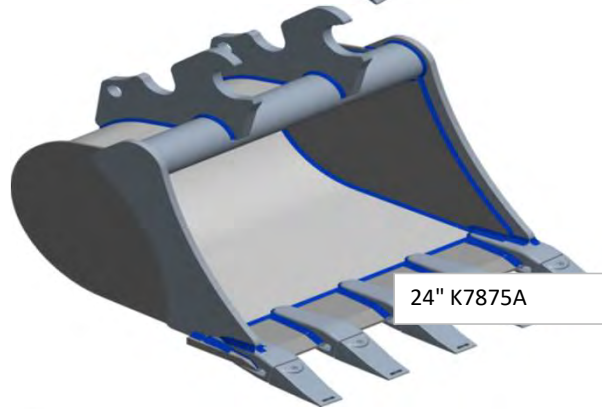
KX71-3, KX033-4, U35, KX040-4 Popular Quick Attach Buckets



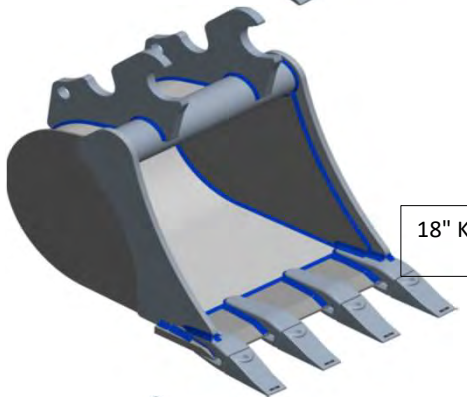
12" K7872A



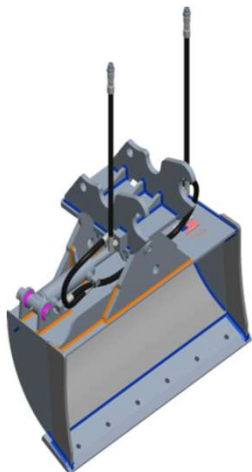
16" K7873A



24" K7875A



18" K7874A



36" Tilt K7473A



Thumb Kit--

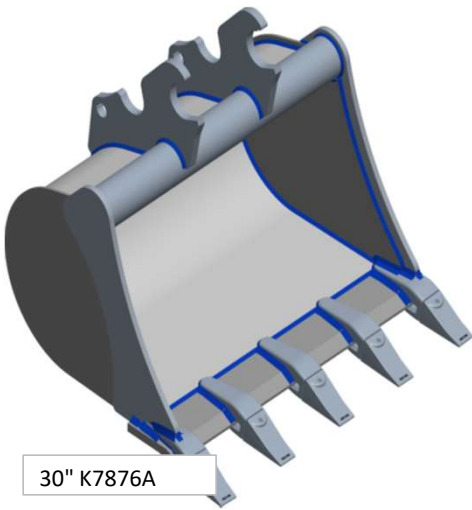
K7910A

A new dipper arm pin with grease zirk must be ordered through parts when ordered for a KX71-3

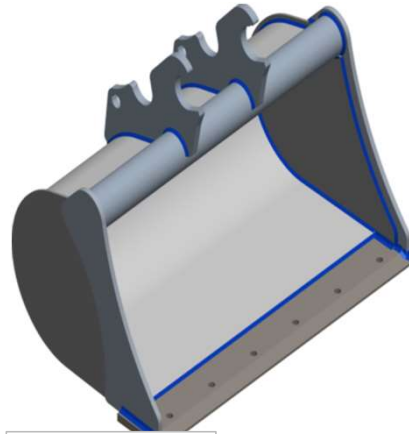
Recommended thumb for KX71-3 is a K7902

K and U Series Buckets

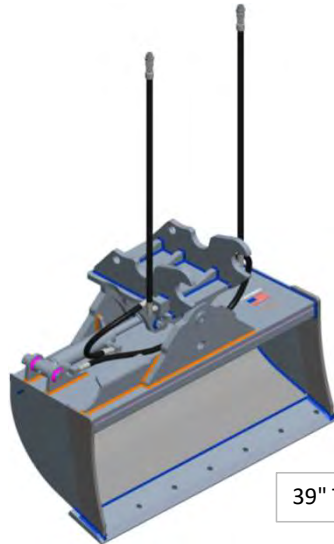
Approved Buckets for KX040-4 Application **ONLY**



30" K7876A



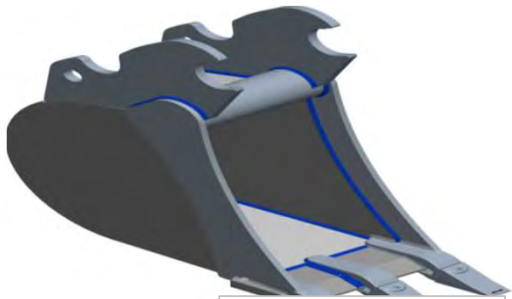
36" K7877B



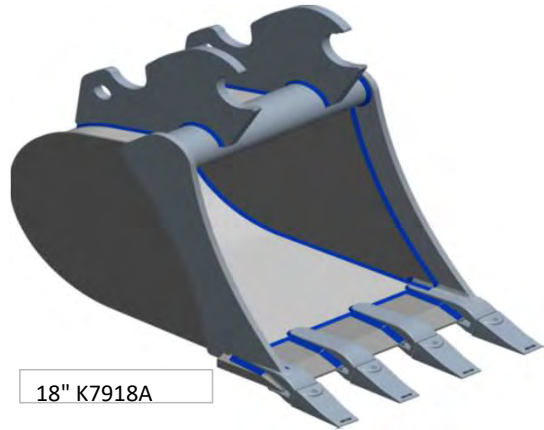
39" Tilt K7454A

K and U Series Buckets

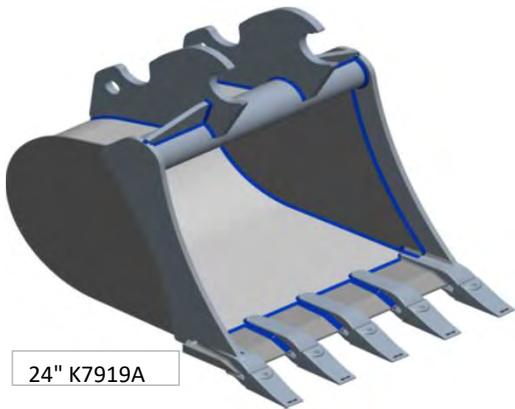
Includes U55-5, & KX057-5 Quick Attach Buckets



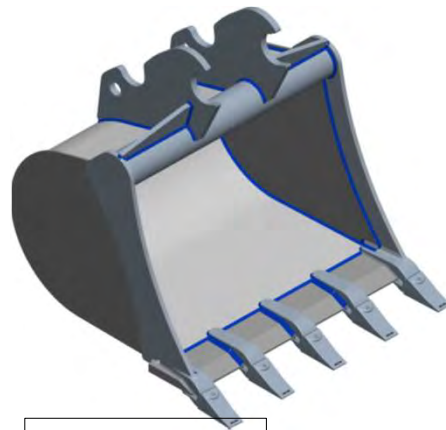
12" K7917A



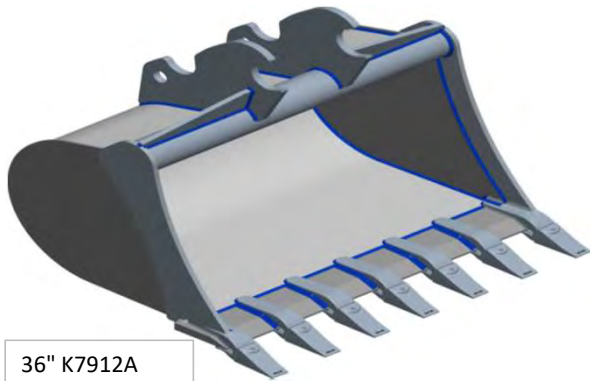
18" K7918A



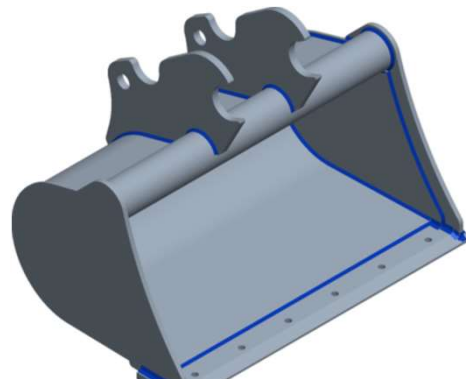
24" K7919A



30" K7920A



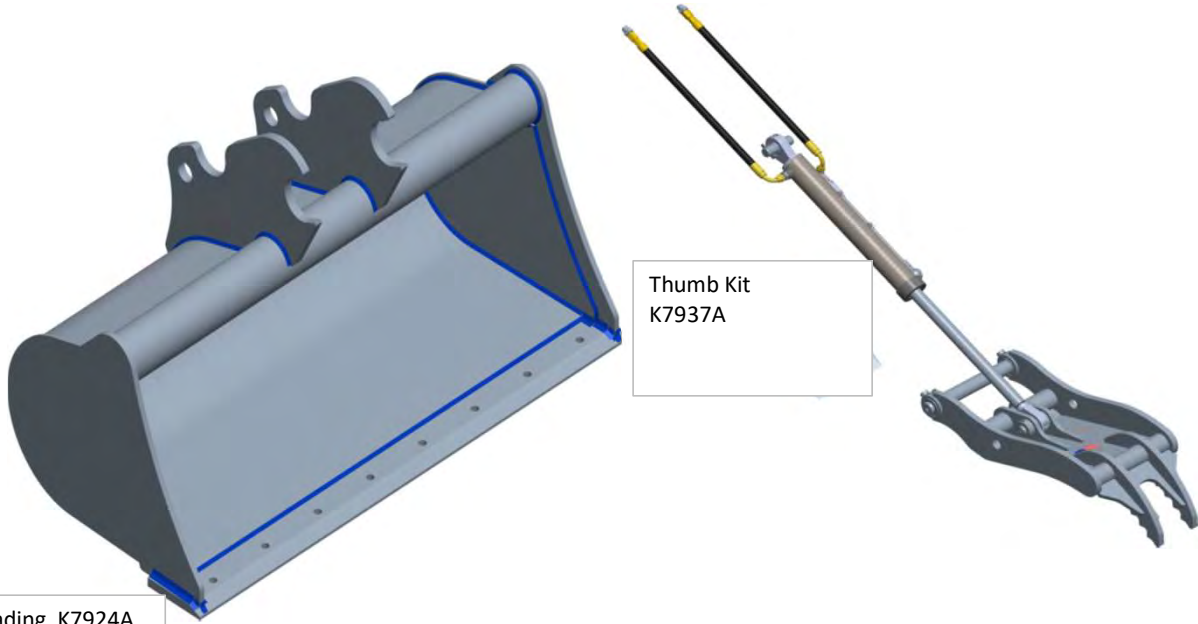
36" K7912A



36" Grading K7922A

K and U Series Buckets

U55 & KX057 Buckets Continued..



48" Grading K7924A

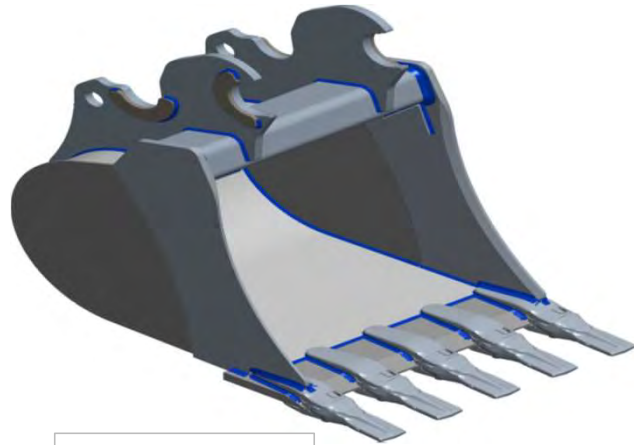
Thumb Kit
K7937A

K and U Series Buckets

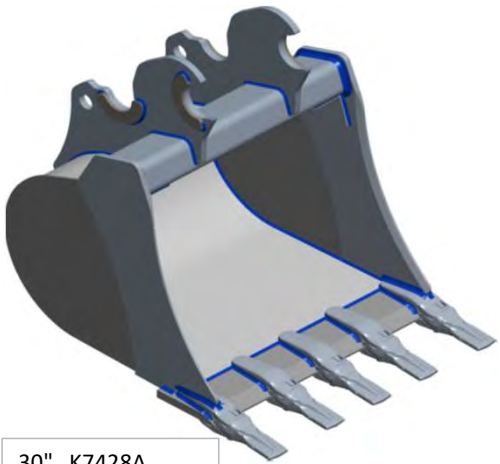
KX080-4S2 Quick Attach Buckets



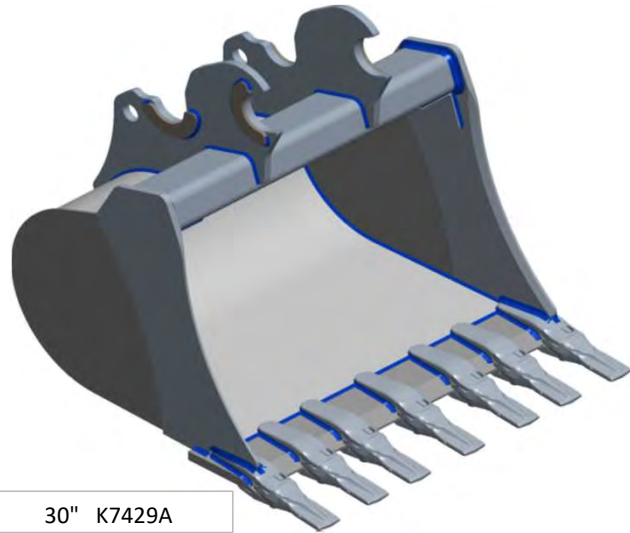
18" K7426A



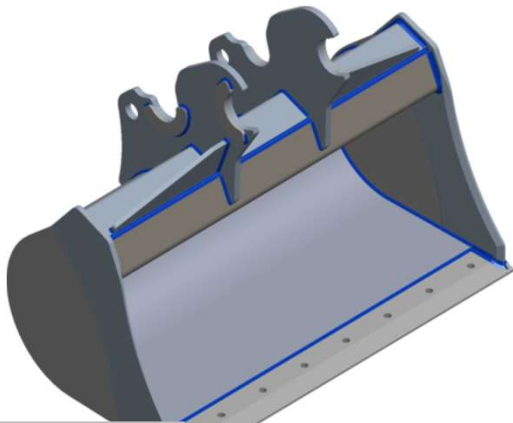
24" K7427A



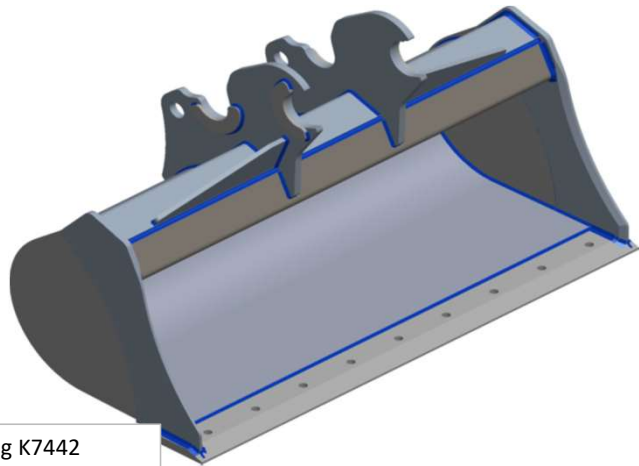
30" K7428A



30" K7429A



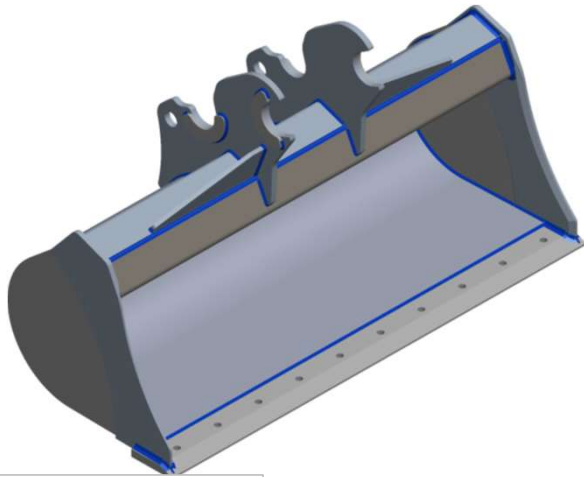
48" Grading
K7441



54" Grading K7442

K and U Series Buckets

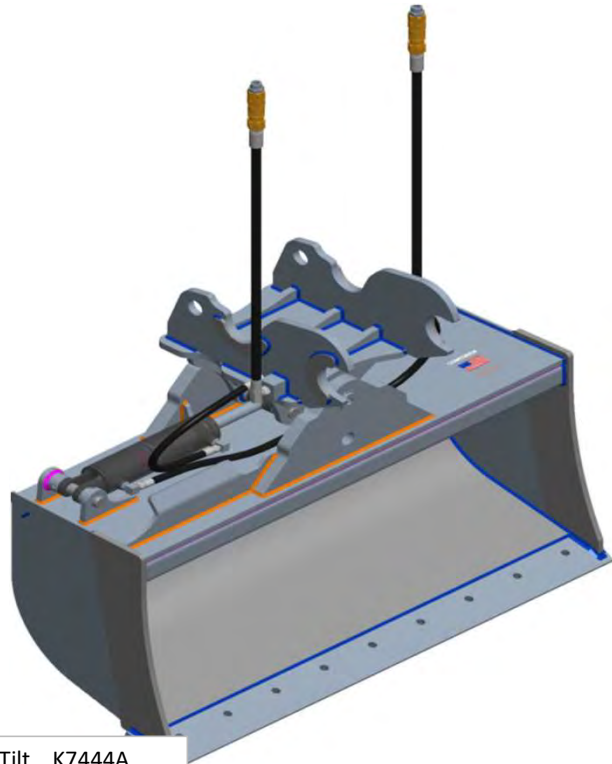
KX080-4S2 Cont.



60" Grading K7443



Thumb
K7905



54" Tilt K7444A



BENEFITS AT A GLANCE

- Comprehensive coverage
- Protects your investment
- Provides peace of mind
- Reliability of genuine Kubota parts
- Extends both the Basic and the Powertrain coverage
- Administered by Kubota Tractor Corporation
- Sold and serviced by your Authorized Kubota Extended Warranty Dealer
- Can be financed
- No deductibles
- Is transferable

Ask your dealer for full details including terms and conditions.

For more information, please visit
[KubotaUSA.com/service-support/warranty](https://www.kubotausa.com/service-support/warranty)

Kubota Tractor Corporation
1000 Kubota Drive
Grapevine, TX 76051
[KubotaUSA.com](https://www.kubotausa.com)



KUBOTA-BACKED, NO DEDUCTIBLE EXTENDED WARRANTY SOLUTION



**SHIELD YOUR
INVESTMENT**

PROTECTION PRODUCTIVITY PEACE OF MIND

K SIMPLICITY

The Orange Protection Program is an extended warranty designed to keep you productive in the unfortunate event of a failure in material or workmanship after the expiration of the Kubota Limited Warranty.

- No deductible for covered repairs
- Sold and serviced by your Authorized Kubota Extended Warranty Dealer
- Administered by Kubota Tractor Corporation
- Same terms and conditions of the Kubota Limited Warranty apply to the Extended Warranty

Note: Bucket teeth, bucket cutting edges, tires and tracks are not covered under the Extended Warranty. Separate Extended Warranty hour limitations may apply.

FINANCING

The Kubota Orange Protection Program can be financed through Kubota Credit Corporation U.S.A., if the extended warranty is purchased at the same time as the tractor. Consult your dealer for details.

TRANSFERABILITY

The Kubota Orange Protection Program is fully transferable if you sell your tractor. It stays with the machine for the purchase duration.

TIMING

The Orange Protection Program can be purchased either during the initial purchase of the equipment, or at any time prior to expiration of the Kubota Basic Standard Limited Warranty. (Please check with your dealer for applicability.)

PRICING AND AVAILABILITY

The Orange Protection Program is available exclusively from your Authorized Kubota Extended Warranty Dealer. Please contact your dealer for pricing, model applicability and other program details.

| RTV Example* | 2nd Year | | 3rd Year | 4th Year | |
|----------------------|---|----------|----------------------|----------------------|----------|
| Original Coverage | Basic Standard Limited/1000 Hours | | | | |
| 1 Year Ext. Warranty | Basic + 1 Year Extension = 3 Years Total/1500 Hours | | | | |
| 2 Year Ext. Warranty | Basic + 2 Year Extension = 4 Years Total/2000 Hours | | | | |
| M Series Example* | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year |
| Original Coverage | Basic 2000 Hours | | | | |
| | Powertrain 3000 Hours | | | | |
| 1 Year Ext. Warranty | Basic | | +EW 3000 hours total | | |
| | Powertrain | | | +EW 4000 hours total | |
| 2 Year Ext. Warranty | Basic | | +EW 4000 hours total | | |
| | Powertrain | | | +EW 5000 hours total | |
| B/L Series Example* | 1st Year | 2nd Year | 3rd Year | 4th Year | 5th Year |
| Original Coverage | Basic 1500 hours | | | | |
| | Powertrain 2000 hours | | | | |
| 1 Year Ext. Warranty | Basic | | +EW 2250 hours total | | |
| | Powertrain | | | +EW 2750 hours total | |
| 2 Year Ext. Warranty | Basic | | +EW 3000 hours total | | |
| | Powertrain | | | +EW 3500 hours total | |



* ABOVE STATED AND EXAMPLE COVERAGE PERIODS: Terms, Coverage Specifics, Length of Coverage and Hour Limitations Vary and Depend on Model and Application. See Your Authorized Kubota Dealer for Detailed Information About the Program.



Kubota®

**OWNER'S
WARRANTY
INFORMATION
GUIDE**

**Including the
Kubota Limited Warranty
for all products retailed on or
after January 1, 2023**

KTCLW

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- What is a Limited Warranty
- The Kubota Limited Warranty
- Kubota's Right to Inspect
- Location of Warranty Repairs

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- Limitations
- Customer Responsibility
- What This Warranty Covers

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- What This Warranty Does NOT Cover
- Statement Regarding Use of Improper or Contaminated Lubricants, Fuel, and Coolant
- Wear or Maintenance items

Page 4

- This Warranty Does NOT Cover (Continued)
- How to Obtain Warranty Service
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- Right to Make Changes

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- Powertrain Components
- Cutterbar and Gearbox Components
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- Large Spark Ignition Above 1 Liter: Pages 15 - 17
- Large Spark Ignition Less Than 1 Liter: Pages 18 - 21
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- Off-Road Utility Vehicles: Pages 26 – 30

INTRODUCTION

Thank you for purchasing a Kubota! Kubota is the premier manufacturer of compact equipment in the world. As part of our commitment to quality and reliability, Kubota Tractor Corporation provides you comprehensive warranty coverage for your new Kubota.

Please take a few minutes to read this Warranty Information Guide. It contains all the information you will need to have your Kubota repaired in the unlikely event that a failure should occur. Please record the model, serial number, and date of purchase of each item in the space provided inside the back cover.

Note: Warranty coverage may be different for attachments or implements purchased with a tractor.

Warranty Start Date

The warranty coverage begins on the date that your Kubota product is first retailed. This is the **REGISTRATION** date, which is on file with Kubota Tractor Corporation.

What is a Limited Warranty?

Warranty is a written guarantee by the manufacturer or distributor of a product, promising to repair or replace parts which have a defect in materials or workmanship. "Limited" means that the Warranty is for a specified period of time and has certain other restrictions.

***The Kubota Limited Warranty**

Kubota Tractor Corporation will, through its authorized dealers, repair or replace any Genuine Kubota part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of warranty coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Kubota parts, or parts that have been approved by Kubota.

Kubota's Right to Inspect

Kubota Tractor Corporation, or its agents, reserve the right to inspect the customer's Kubota product to determine if a defect in materials or workmanship exists prior to the commencement of any covered repair. It is the customer's responsibility to deliver the product to an authorized Kubota dealer for this inspection unless agreed to, or as required by law.

Location of Warranty Repairs

Repairs covered under the conditions of this Warranty must be performed by an authorized Kubota dealer, within the United States of America. Applicability: This warranty applies only to machines and implements sold, serviced, and operated in the United States of America.

Applicability

This warranty applies only to machines and implements sold, serviced, and operated in the United States of America.

***Limitations**

YOUR KUBOTA LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. KUBOTA TRACTOR CORPORATION (KTC) DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR KTC ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED WARRANTY. THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE EXPRESS WRITTEN WARRANTY. UNDER NO CIRCUMSTANCES SHALL KTC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Customer Responsibility

It is the customer's responsibility to maintain the equipment in accordance with the instructions provided in the Operator's Manual. You may be asked to prove that the maintenance instructions have been followed.

It is also your responsibility to operate the equipment in a safe manner and use it only for the purpose for which it was designed and in the environment for which it was intended. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment until repairs are made. **Damage which occurs from continued operation after a failure may not be covered by this warranty.** You should contact your authorized Kubota dealer immediately so that repairs can be made in a timely manner.

What This Warranty Covers

This warranty covers defects in materials or workmanship of Genuine Kubota parts only. Certain accessories are sold by Kubota but are covered under the original manufacturer's warranty. These include, but are not limited to: SuperWinch, REI Radio, Jensen Products, Camso Tracks, Etc.

What This Warranty Does NOT Cover

This Warranty Does NOT Cover Failures Caused By:

- Abusive operation
- Natural calamities
- Modifications of the equipment
- Improper repairs
- Use of non-Genuine Kubota parts
- Neglected maintenance/incorrect operation (specified in Operator's Manual)
- Unapproved attachments
- Usage which is contrary to the intended purpose

Statement Regarding Use of Improper or Contaminated Lubricants, Fuel, and Coolant

Your Kubota equipment has been engineered for use with specific types of lubricants, fuel, and coolant to maintain proper performance of the equipment and prevent equipment failures. The Kubota Limited Warranty does not cover failures which are caused by the use of improper, incorrect, or contaminated fluids, including but not limited to: lubricants such as engine oil, fuels such as diesel fuel, coolants such as engine coolant/antifreeze, and other vehicle fluids or lubricants. For information regarding which lubricants, fuel, and coolants are correct for your Kubota equipment and additional maintenance information for your Kubota product, please see the maintenance section of the operator's manual for your specific model, contact your local Kubota dealer, or view our Kubota Technical Service Support information at <https://www.kubotausa.com/service-support>.

***This Warranty does NOT cover replacement of Wear or Maintenance items (unless defective) including, but not limited to:**

- Clutch and brake discs/linings
- Filters
- Light bulbs, including LED bulbs
- Window glass
- Lubricants, coolants, and fluids (unless used during an authorized repair)
- Belts
- Cutting blades, knives, or tines
- Cutting blade or knife holders
- Bucket teeth, bucket teeth holders, and bucket cutting edges
- Injector nozzles
- Spark plugs
- Tires and tracks
- Crawler Track Drive Sprockets

This Warranty does NOT cover:

- Transportation, such as pickup or delivery, of the equipment*
- Rental of replacement equipment during the repair period
 - Rental assistance may be available under certain limited circumstances but is not guaranteed. Please contact your Kubota dealer for rental information.
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Service calls, travel time or mileage*
 - Mileage assistance may be available under certain limited circumstances but is not guaranteed. Please contact your Kubota dealer for mileage assistance information.
- Repairs performed by Non-U.S. Kubota Dealers
- Freight and handling charges for service parts*

*Unless agreed to, or as required by law

Obtaining Warranty Services

How to Obtain Warranty Service

To obtain warranty service under the terms and conditions of the Kubota Limited Warranty, you must deliver the product to an authorized Kubota dealer, along with proof of purchase. **Kubota recommends that you take your equipment to the dealer from whom it was purchased for the warranty repair.** If that is inconvenient, it may be taken to any authorized Kubota dealer.

In cases for which it is inconvenient to deliver the equipment to the dealer, the warranty repairs may be made by the dealer at the customer's location. **However, please note that the dealer may charge for pickup & delivery, travel time and related expenses, and/or mileage. These charges are not covered under the Kubota Limited Warranty and are the customer's responsibility, unless agreed to or as required by law.**

Transferability

If you decide to sell your Kubota, any remaining warranty coverage may be transferred to the new owner. Contact your Kubota dealer for details.

Right to Make Changes

Kubota reserves the right to make any changes to a Kubota product at any time without incurring any obligation with respect to any product previously ordered, sold, or shipped.

Length of Coverage

*Length of Warranty Coverage

The length of warranty coverage is not the same for all models. Some models have a specified time period only (6 months, one year, etc.) while others have both a specified time as well as an hourmeter limitation. In the latter case, the limitation first occurring (date or hours) determines whether or not a product is within the warranty period.

Some models may have two or more levels of warranty coverage listed in the coverage table:

BASIC STANDARD LIMITED warranty covers the entire unit, except as described in the section “**What This Warranty Does NOT Cover**”, as well as the battery (see Battery Warranty below), rubber crawler tracks (see coverage table for rubber track coverage terms), and other implements or attachments as noted in the below coverage tables under “Exclusion/Comment”, which may have a separate coverage term listed.

POWERTRAIN or CUTTERBAR and GEARBOX warranty covers only the components as specified in this guide. Powertrain and Cutterbar and Gearbox warranty do not apply to all models.

Powertrain coverage includes the following components:

- Transmission/HST case(s)/housing(s)
 - All transmission case sections for models with multiple sections
 - Transmission Case
 - Mid Case
 - Clutch Housing
 - Shafts, Bearings, and Gears contained within the case/housing
 - Seals mounted in the case/housing
- Transmission/HST valves and pumps associated with driveline operations
 - Shuttle Shift Valves
 - PTO Clutch Valves
 - Hydraulic pumps which are used in driveline operations
- PTO Case
 - PTO Output Shaft
 - Shafts, Bearings and Gears contained within the PTO case/housing
 - Seals mounted in the PTO case/housing
- Front and rear axle case/housing, Bevel gear case/housing
 - Shafts, Bearings, and Gears contained within
 - Seals mounted in the housing
- Engine metals and seals contained within the engine crankcase, engine cylinder head, and engine gear case
 - Crankcase, Crankshaft, and Crankshaft Bearings
 - Pistons, Connecting Rods, and Bearings

- Camshaft, Idle Gear Shafts, Balance Shaft
- Gears contained within the Engine Gear Case
- Cylinder Head
- Engine Intake and Exhaust Valves and Valve Train Components
- Engine Oil Pumps contained within the Engine Gear Case
- Cylinder Head Gasket
- Engine Crankshaft Oil Seals

Powertrain coverage does **NOT** include the following components:

- Steering components
 - Power steering pumps and valves
 - Steering cylinders, rods, hoses
 - Steering linkage components and joints
- Transmission Linkage components which are not fully contained within the transmission or axle housing.
 - Differential, Clutch, Speed Change, etc.
- Brake Components which are not fully contained within the axle/transmission cases/housings
 - Master Cylinder
 - Brake Lines or Hoses
- Rims or Tires
- Drive shafts and joints not fully contained within the axle/transmission cases/housings
- Hydraulic Components (except hydraulic pumps as defined above)
 - 3 Pt Hitch Lift Cylinder Case
 - 3 Pt Hitch Lift Cylinder Components
 - 3 Pt Hitch Lift Valve
 - Auxiliary or Remote Valves
 - Loader or other implement control valves
- Cooling system components
 - Radiator and other fluid coolers
 - Thermostat and Thermostat housing
 - Water/coolant pumps
 - Cooling system hoses and piping
- Fuel system components
 - Common rail supply pump
 - Mechanical diesel injection pump
 - Fuel injectors
 - Low pressure fuel pumps
 - Fuel lines or hoses
- Electrical system components
 - Controllers
 - Wiring Harnesses

- Sensors
- Any components covered by emissions coverage
 - Some components listed as “Not Covered by Powertrain Coverage” may be covered by Emissions warranty coverage. Please see the applicable Emissions warranty coverage for your Kubota equipment for Emissions warranty details.

Cutterbar and Gearbox Components

The cutterbar assembly, and components contained within, and the gearbox assembly, and components contained within.

Cutterbar and Gearbox coverage does not include cutting knives or cutting knife holders

Battery Warranty:

The original battery supplied with the product has a 12 (twelve) month, non-prorated warranty.

Length of Warranty for Service Parts

Service parts are warranted for the amount of time specified in the coverage table “Replacement Engine and Parts” from the date of purchase. If the part is installed on a unit which has more remaining applicable warranty than the time specified for the service part, the part is warranted for that remaining applicable warranty. If the part was installed by an authorized Kubota dealer, the labor to replace that part is also included in the warranty coverage.

Resolving Warranty Concerns

Normally, warranty concerns can be resolved by your dealer’s Service Dept. If the problem is not resolved to your satisfaction, you may want to speak with either the owner or general manager of the dealership. You may also contact the Kubota office in your region for assistance. The addresses, and the areas of coverage of each region are shown on the back cover. Before writing, please have the following information ready:

1. Your name, address, and phone
2. Model and Serial Number
3. Date of purchase
4. Hourmeter reading (or estimated hours)
5. Detailed description of the problem

KUBOTA LIMITED EMISSIONS WARRANTY

Limitations

YOUR KUBOTA LIMITED EMISSIONS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. KUBOTA TRACTOR CORPORATION (KTC) DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR KTC ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED WARRANTY. THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE EXPRESS WRITTEN WARRANTY. UNDER NO CIRCUMSTANCES SHALL KTC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL, OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Tables of Coverages

Compact and Utility Tractors

| Products Series | Usage Category | Unit/System Coverage | Coverage Period | Exclusion/Comment |
|--|---------------------------------------|------------------------|--|--|
| BX, B, LX, and L Tractors | Non-Commercial Home & Residential Use | Basic Standard Limited | 24 Months or 1500 Hours (whichever occurs first) | Does not include any implement, loader/landscaper utility tractors, or BX Utility combos |
| | | Limited Powertrain | 72 Months or 2000 Hours (whichever occurs first) | |
| | Commercial Use | Basic Standard Limited | 24 Months or 1500 Hours (whichever occurs first) | |
| | | Limited Powertrain | 36 Months or 2000 Hours (whichever occurs first) | |
| Loader/Landscaper Utility Tractors (TLB) | All Usage | Basic Standard Limited | 24 Months or 1500 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |
| BX Utility Combos (BX23S, BX24, BX25) | Non-Commercial Home & Residential Use | Basic Standard Limited | 24 Months or 1500 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |
| | | Limited Powertrain | 72 Months or 2000 Hours (whichever occurs first) | |
| | Commercial Use | Basic Standard Limited | 24 Months or 1500 Hours (whichever occurs first) | |
| MX Tractors | Non-Commercial Home & Residential Use | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |
| | | Limited Powertrain | 72 Months or 3000 Hours (whichever occurs first) | |
| | Commercial Use | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | |
| | | Limited Powertrain | 36 Months or 3000 Hours (whichever occurs first) | |
| M Series Tractors | All Usage | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | PowerKrawler tracks – 12 months or 1000 hours (whichever occurs first). |
| | | Limited Powertrain | 36 Months or 3000 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |

Large Agricultural Tractors

| Products Series | Usage Category | Unit/System Coverage | Coverage Period | Exclusion/Comment |
|-------------------------|----------------|------------------------|--|---|
| MH Series Tractors (M7) | All Usage | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |
| | | Limited Powertrain | 36 Months or 3000 Hours (whichever occurs first) | |
| MR Series Tractors (M8) | All Usage | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |
| | | Limited Powertrain | 36 Months or 3000 Hours (whichever occurs first) | |

Hay Tools and Implements

| Products Series | Usage Category | Unit/System Coverage | Coverage Period | Exclusion/Comment |
|--------------------------------|----------------|------------------------|--|--|
| Implements | All Usage | Basic Standard Limited | 24 Months | Does not include Hay Tools (See Hay Tool warranty) |
| Disc Mower/Conditioners | All Usage | Basic Standard Limited | 24 Months | |
| | | Cutterbar and Gearbox | 36 Months | |
| Spreaders | All Usage | Basic Standard Limited | 24 Months | |
| Balers | All Usage | Basic Standard Limited | 24 Months or 15,000 Bales (whichever occurs first) | |
| Hay Tools Not Otherwise Listed | All Usage | Basic Standard Limited | 24 Months | Except Disc Mower/Conditioner, Balers, and Spreaders |

Utility Vehicle and Turf Products

| Products Series | Usage Category | Unit/System Coverage | Coverage Period | Exclusion/Comment |
|---|---------------------------------------|------------------------|--|---|
| RTV Utility Vehicles | All Usage | Basic Standard Limited | 24 Months or 1000 Hours (whichever occurs first) | Does not include any implement (see implement warranty) |
| Z100, ZG100, Z200, and T Series Mowers | All Usage | Basic Standard Limited | 48 Months or 300 Hours (whichever occurs first) | Includes mower deck Kawasaki engine warranty administered by Kawasaki. Refer to Kawasaki warranty for detail |
| Z400 Series Mowers | Non-Commercial Home & Residential Use | Basic Standard Limited | 48 Months or 500 Hours (whichever occurs first) | |
| | Commercial Use | Basic Standard Limited | 24 Months | |
| Z700 Series Mowers | Non-Commercial Home & Residential Use | Basic Standard Limited | 48 Months or 750 Hours (whichever occurs first) | |
| | Commercial Use | Basic Standard Limited | 24 Months | |
| Z, ZG, ZD, and F Series Mowers Not Otherwise Listed | All Usage | Basic Standard Limited | 24 Months | Includes mower deck; Except Z100, ZG100, Z200, Z400, Z700 |
| SZ and W Series Mowers | All Usage | Basic Standard Limited | 24 Months | |
| G, GR Series | Non-Commercial Home & Residential Use | Basic Standard Limited | 24 Months or 1500 Hours (whichever occurs first) | Includes mower deck |
| | Commercial Use | Basic Standard Limited | 12 Months or 1500 Hours (whichever occurs first) | |

Construction Equipment

| Products Series | Usage Category | Unit/System Coverage | Coverage Period | Exclusion/Comment |
|-----------------------------|----------------|------------------------|--|---|
| SVL Compact Track Loaders | All Usage | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | Rubber Tracks 12 Months or 1000 Hours (whichever occurs first) |
| SCL Compact Utility Loaders | All Usage | Basic Standard Limited | 12 Months or 1500 Hours (whichever occurs first) | Rubber Tracks 12 Months or 1000 Hours (whichever occurs first) |
| K, KX, U, and R Series | All Usage | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | Rubber Tracks 12 Months or 1000 Hours (whichever occurs first) |
| SSV Skidsteer Loaders | All Usage | Basic Standard Limited | 24 Months or 2000 Hours (whichever occurs first) | |

Replacement Engine and Parts

| Products Series | Usage Category | Unit/System Coverage | Coverage Period | Exclusion/Comment |
|--|----------------|------------------------|--|--|
| Replacement Diesel Engines | All Usage | Basic Standard Limited | 12 Months from purchase date | Or the remainder of applicable warranty, whichever is longer |
| Replacement Parts (Except listed wear items) | All Usage | Basic Standard Limited | 6 Months from purchase date | Or the remainder of applicable warranty, whichever is longer |
| Replacement Wear Items | All Usage | Basic Standard Limited | 90 Days from purchase date or 20 hours of use (whichever occurs first) | See Page 3 for List of Wear Items |

Kubota Tractor Corporation

Federal California Emission Control Systems Limited Warranty for Non-Road Engines (Compression Ignition or CI)

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation (KUBOTA) are pleased to explain the Federal and California Emission

Control System Warranty on your non-road engine. In California, new 2023 model year heavy duty off-road engines must be designed, built and equipped to meet California's stringent anti-smog standards adopted by the Air Resources Board pursuant to its authority in Chapter 1 and 2, Part 5, Division 26 of the California Health and Safety Code. In other states of the U.S.A., new non-road engines subject to the provisions of 40 CFR 1039 subpart A must be designed, built and equipped, at the time of sale, to meet the U.S. EPA regulations.

KUBOTA must warrant the emission control system on your Compression Ignition engine for the period of time listed below provided there has been no abuse, vandalism, neglect, improper maintenance or unapproved modifications to your engine.

This emission warranty is applicable in all states of the U.S.A., its territories regardless of whether an individual state, province, or territory has enacted warranty provisions that differ from the Federal warranty provisions.

Your emission control system may include parts such as the fuel injection system and the air induction system. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis (if the diagnostic work is performed at an authorized dealer), parts and labor.

EMISSION DESIGN AND DEFECT WARRANTY COVERAGE

The emissions warranty period for the engine begins on the original date of sale to the initial purchaser and continues for each subsequent purchaser for the period mentioned below.

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

Coverage Periods

1. For non-road, Compression Ignition engines

The emissions warranty period for all engines rated under 19kW (~25 HP) is 2000 hours of operation or two (2) years of use, whichever first occurs.

The emissions warranty period for constant speed engines rated under 37kW (50HP) with rated speeds greater than or equal to 3000 rpm is 2000 hours of operation or two (2) years of use, whichever occurs first.

The emissions warranty period for all other engines not already listed is 3000 hours of operation or five (5) years of use, whichever first occurs.

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

OWNER'S WARRANTY RESPONSIBILITIES

- As the engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your engine, but KUBOTA cannot deny a warranty claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- As the engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications.
- Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements. For specific information on the use of BioDiesel, please see your equipment's Operator's Manual or visit <https://www.kubotaengine.com/parts-service/service-support/resources/>
- You are responsible for presenting your engine to the nearest KUBOTA dealer when a problem exists (unless agreed, or as required by law). The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- If you have any questions regarding your warranty rights and responsibilities or the location of the nearest authorized dealer, you should contact:

Kubota Tractor Corporation

National Service Department at 1-800-558-2682, KubotaEmissionsWarranty@kubota.com

DEFECTS WARRANTY COVERAGE

KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine will be designed, built and equipped, at the time of sale, to meet all applicable regulations. KUBOTA also warrants to the initial purchaser and each subsequent purchaser that your engine shall be free from defects in materials and workmanship which cause the engine to fail to conform to applicable regulations for the period mentioned above from the original date of sale.

KUBOTA shall remedy warranty defects at any authorized KUBOTA engine dealer or warranty station. Any authorized work done at an authorized dealer or warranty station shall be free of charge to the owner if such work determines that a warranted part is defective. Any KUBOTA approved or equivalent replacement part (including any KUBOTA approved aftermarket part) may be used for any warranty maintenance or repairs on emission related parts and must be provided free of charge to the owner if the part is still under warranty.

KUBOTA is liable for damages to other engine components caused by the failure of a warranted part still under warranty. The use of replacement parts not equivalent to the original parts may impair the effectiveness of your engine emission control system. If such a replacement part is used in the repair or maintenance of your engine, and KUBOTA determines it is defective or causes a failure of a warranted part, your claim for repair of your engine may be denied.

Listed below are the parts covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. The warranted parts are (if applicable):

1) Air-Induction System

- a) Intake Manifold
- b) Turbocharger System
- c) Charge Air Cooling System (Intercooler)

2) Catalyst or Thermal Reactor System

- a) Catalytic converter
- b) Exhaust manifold

3) Fuel Injection System

- a) Fuel Supply Pump (Common Rail System)
- b) Injector
- c) Injection Pipe
- d) Common Rail
- e) Smoke Puff Limiter
- f) Speed Timer
- g) Cold Advance Timer
- h) Injection Pump

4) Electronic Control System

- a) ECU
- b) Engine Speed / Timing Sensor
- c) Accelerator Position Sensor
- d) Coolant Temperature Sensor
- e) Atmospheric Pressure Sensor
- f) Intake Pressure Sensor
- g) Intake Manifold Temperature Sensor
- h) Intake Air Flow Sensor
- i) Common Rail Pressure Sensor

5) Exhaust Gas Recirculation System

- a) EGR Valve
- b) EGR Cooler
- c) EGR Valve Opening Rate Sensor

6) Particulate Controls

- a) Any device used to capture particulate emissions.
- b) Any device used in the regeneration of the particulate control device. Control Device Enclosures and Manifolding
- c) Diesel Particulate Filter Temperature Sensor
- d) Differential Pressure Sensor

7) Advanced Oxides of Nitrogen (NOx) Controls

- e) Selective Catalytic Reduction (SCR) Catalyst
- f) Reductant (urea) Containers
- g) Dispensing Systems
- h) NOx Sensor
- i) SCR Temperature Sensor
- j) Any Sensor for Diesel Exhaust Fluid

8) Miscellaneous Items used in above systems

- a) Closed Breather System
- b) Hoses*, Clamps*, Fittings, Tubing*
- c) Gaskets*, Seals*
- d) Kubota supplied engine Wiring Harnesses*
- e) Kubota supplied engine Elec. Connectors*
- f) Air Cleaner Element*, Fuel Filter Element*
- g) Emission Control Information Labels

*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual. Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis, parts and labor.

**Large Spark Ignition Above 1 Liter
Kubota Tractor Corporation
Federal & California Emission Control Systems Limited Warranty for
Federal Large Non-Road Spark Ignition and
California Off-Road Large Spark Ignition Engines (LSI)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Tractor Corporation (Kubota) are pleased to explain the Federal and California Emission Control System Warranty on your engine. In California, new Off-Road Large SI (Spark-Ignition) engines produced in 2023 model year must be designed, built and equipped to meet the California's stringent anti-smog standards. In other states, 2012 and later model year SI engines must be designed, built and equipped, to meet the U.S. EPA regulations for Large Non-Road SI engines. KUBOTA must warrant the emission control system on your Off-Road Large SI engine for the period of time listed below provided there has been no abuse, neglect, or improper maintenance to your engine.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

DEFECTS WARRANTY COVERAGE

The emissions warranty period for the engine begins on the date the engine or equipment is delivered to an initial purchaser. KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine shall be:

- I. Designed, built and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code.
- II. Free from defects in materials and workmanship that cause the failure of a warranted part for 2500 hours of operation or three (3) years of use, whichever first occurs for emissions-related parts, and for 3500 hours of operation or five (5) years of use, whichever first occurs for high-priced emission-related parts. For evaporative emission related parts, the 2023 Non Road Large SI engines are warranted for two (2) years.

The warranty on emissions-related parts will be interpreted as follows:

1. Any warranted part that is not scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the warranty period as defined above in (II). If any such part fails during the period of warranty coverage, it must be repaired or replaced by KUBOTA according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
2. Any warranted part that is scheduled only for regular inspection in the written instructions specified below must be warranted for the warranty period defined as above in (II). A statement in such

written instructions to the effect of “repair or replace as necessary” will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for the remaining warranty period.

3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by KUBOTA according to Subsection (4) below. Any such part repaired or replaced under warranty must be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
4. Repair or replacement of any warranted part under the warranty provisions of this article must be performed at no charge to the owner at a warranty station.
5. Notwithstanding the provisions of Subsection (4) above, warranty services or repairs must be provided at all KUBOTA Dealers that are authorized to service the subject engines.
6. The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.
7. KUBOTA is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.
8. Throughout the engine’s warranty period defined as above in (II), KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
9. Any replacement part may be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of KUBOTA.
10. Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. KUBOTA will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

EMISSIONS-RELATED PARTS LIST

KUBOTA must include a copy of the following emission warranty parts list with each new engine. Listed below are the parts covered by the Federal and California Emission Control Systems Warranty.

1) Fuel Metering System

- a) Fuel injection system
- b) Air/fuel ratio feedback and control system.
- c) Carburetor system (internal parts and/or pressure regulator** or fuel mixer or injection system)

2) Air Induction System

- a) Intake manifold or air intake system
- b) Air mass sensor assembly
- c) Air cleaner element*

3) Catalyst or Thermal Reactor System

- a) Catalytic converter**
- b) Thermal reactor
- c) Exhaust manifold

4) Positive Crankcase Ventilation (PCV) System

- a) PCV Valve
- b) Oil Filler Cap

5) Ignition Control System

- a) Engine Control Module (ECM)**
- b) Ignition module(s)

6) Miscellaneous Items Used in Above Systems

- a) Vacuum, temperature, and time sensitive valves and switches
- b) Sensors used for electronic controls
- c) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
- d) Pulleys, belts and idlers

7) Evaporative System

- a) Fuel tank
- b) Fuel cap
- c) Fuel line
- d) Fuel line fittings
- e) Clamps (if equipped)
- f) Pressure relief valves (if equipped)
- g) Control valves (if equipped)
- h) Control solenoids (if equipped)
- i) Electronic controls (if equipped)
- j) Vacuum control diaphragms (if equipped)
- k) Control cables (if equipped)
- l) Control linkages (if equipped)
- m) Purge valves (if equipped)
- n) Vapor hoses (if equipped)
- o) Liquid / Vapor separator (if equipped)
- p) Canister (if equipped)
- q) Canister mounting bracket (if equipped)
- r) Carburetor purge port bracket (if equipped)
- s) Fuel pressure Manifold (if equipped)
- t) Fuel pressure Regulator (if equipped)

*Warranty period is equivalent to KUBOTA's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

** High-priced emissions-related warranty parts.

**Large Spark Ignition Less Than 1 Liter
Kubota Tractor Corporation
Federal & California Emission Control Systems Limited Warranty for
Federal Non-Road Spark Ignition Engines and
California Off-Road Large Spark Ignition Engines (LSI)**

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Tractor Corporation are pleased to explain the Federal and California Emission Control System Warranty on your engine. In California, new Off-Road Large SI (Spark-Ignition) engines produced in 2023 model year must be designed, built and equipped to meet the California's stringent anti-smog standards. In other states, 1997 and later model year SI engines must be designed, built and equipped, to meet the U.S. EPA regulations for Small Off-Road engines. KUBOTA must warrant the emission control system on your Off-Road Large SI engine for the period of time listed below provided there has been no abuse, neglect, or improper maintenance to your equipment leading to the failure of the emission control system. This emission warranty is applicable in all states of the U.S.A.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis, parts, and labor.

MANUFACTURER'S WARRANTY COVERAGE

For emissions-related parts, the 2023 Off-Road Large SI engines are warranted for two (2) years.

For evaporative emission related parts, the 2023 Non Road Large SI engines are warranted for two (2) years. (See list below)

If any emission related part on your engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

OWNER'S WARRANTY RESPONSIBILITIES

- A. As the off-road LSI engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your off-road engine, but KUBOTA cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.
- B. As the off-road engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

- C. Your engine is designed to operate on fuel as specified in the operator's manual. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.
- D. You are responsible for presenting your engine to the nearest KUBOTA dealer when a problem exists (unless agreed, or as required by law). The warranty repairs shall be completed in a reasonable amount of time, not to exceed 30 days.
- E. If you have any questions regarding your warranty rights and responsibilities, you should contact:

KUBOTA TRACTOR CORPORATION
National Service Department at 1-800-558-2682
KubotaEmissionsWarranty@kubota.com

DEFECTS WARRANTY COVERAGE

The emissions warranty period for the engine begins on the date the engine or equipment is delivered to an initial purchaser. KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine shall be:

- I. Designed, built and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code.
- II. Free from defects in materials and workmanship that cause the failure of a warranted part for a period of two years.

The warranty on emissions-related parts will be interpreted as follows:

1. Any warranted part that is not scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the warranty period as defined above in (II). If any such part fails during the period of warranty coverage, it must be repaired or replaced by the engine manufacturer according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
2. Any warranted part that is scheduled only for regular inspection in the written instructions specified below must be warranted for the warranty period defined as above in (II). A statement in such written instructions to the effect of "repair or replace as necessary" shall advise owners of the warranty coverage for all evaporative emissions related parts. Replacement within the warranty period is covered by the warranty and will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for the remaining warranty period.
3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by KUBOTA according to Subsection (4) below. Any such part repaired or replaced under warranty must be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
4. Repair or replacement of any warranted part under the warranty provisions of this article must be performed at no charge to the owner at warranty station.
5. Notwithstanding the provisions of Subsection (4) above, warranty services or repairs must be provided at all KUBOTA dealerships that are authorized to service the subject engines.

6. The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a warranty station.
7. KUBOTA is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.
8. Throughout the engine's warranty period defined as above in (II), KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts and must obtain additional parts if the supply is exhausted.
9. Any replacement part may be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of KUBOTA.
10. Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. The KUBOTA will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS LIST

KUBOTA must include a copy of the following emission warranty parts list with each new engine. Listed below are the parts covered by the Federal and California Emission Control Systems Warranty.

1) Fuel Metering System

- a) Fuel injection system
- b) Air/fuel ratio feedback and control system
- c) Carburetor system (internal parts and/or pressure regulator or fuel mixer or injection system)

2) Air Induction System

- a) Intake manifold or air intake system
- b) Air mass sensor assembly
- c) Air cleaner element*

3) Catalyst or Thermal Reactor System

- a) Catalytic converter
- b) Thermal reactor
- c) Exhaust manifold

4) Positive Crankcase Ventilation (PCV) System

- a) PCV Valve
- b) Oil Filler Cap

5) Ignition Control System

- a) Engine Control Module (ECM)
- b) Ignition module(s)

6) Miscellaneous Items Used in Above Systems

- a) Vacuum, temperature, and time sensitive valves and switches
- b) Sensors used for electronic controls
- c) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware

- d) Pulleys, belts and idlers

7) Evaporative System

- a) Fuel tank
- b) Fuel cap
- c) Fuel line
- d) Fuel line fittings
- e) Clamps (if equipped)
- f) Pressure relief valves (if equipped)
- g) Control valves (if equipped)
- h) Control solenoids (if equipped)
- i) Electronic controls (if equipped)
- j) Vacuum control diaphragms (if equipped)
- k) Control cables (if equipped)
- l) Control linkages (if equipped)
- m) Purge valves (if equipped)
- n) Vapor hoses (if equipped)
- o) Liquid / Vapor separator (if equipped)
- p) Canister (if equipped)
- q) Canister mounting bracket (if equipped)
- r) Carburetor purge port bracket (if equipped)
- s) Fuel pressure Manifold (if equipped)
- t) Fuel pressure Regulator (if equipped)

*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

Kubota Tractor Corporation

Federal & California Emission Control Systems

Limited Warranty for Small Off-Road Engines (SORE)

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation are pleased to explain the Federal and California Emission Control System Warranty on your 2023 Model Year Small Off-Road engine. In California, new Small Off-Road engines must be designed, built and equipped to meet the California's stringent anti-smog standards. In other states, 1997 and later model year SI engines must be designed, built and equipped, to meet the U.S. EPA regulations for Small Off-Road engines. KUBOTA must warrant the emission control system on your Small Off-Road engine for the period of time listed below provided there has been no abuse, neglect or improper maintenance to your equipment leading to the failure of the emission control system. This emission warranty is applicable in all states of the U.S.A.

Your emission control system may include parts such as the carburetor or fuel-injection system, the ignition system, and catalytic converter. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, KUBOTA will repair your engine at no cost to you, including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

For emissions-related parts, the 2023 model year small off-road engines are warranted for the following periods:

Kawasaki, Kohler: 3 years

Briggs & Stratton, Kubota: 2 years

For evaporative emission related parts (see list below), the 2023 small off-road engines are warranted for the following periods:

Kawasaki, Kohler: 3 years

Briggs & Stratton, Kubota: 2 Years

If any emission related part on your small off-road engine is defective, the part will be repaired or replaced by KUBOTA free of charge.

OWNER'S WARRANTY RESPONSIBILITIES

- A. As the small off-road engine owner, you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all

receipts covering maintenance on your engine, but KUBOTA cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

- B. As the small off-road engine owner, you should be aware, however, that KUBOTA may deny your warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- C. Your engine is designed to operate on fuel as specified in the operator's manual. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.
- D. You are responsible for presenting your engine to the nearest KUBOTA dealer when a problem exists (unless agreed, or as required by law). The warranty repairs shall be completed in a reasonable amount of time, not to exceed 30 days.
- E. If you have any questions regarding your warranty rights and responsibilities, you should contact:

KUBOTA TRACTOR CORPORATION
National Service Department at 1-800-558-2682
KubotaEmissionsWarranty@kubota.com

DEFECTS WARRANTY COVERAGE

The emissions warranty period for the engine begins on the date the engine or equipment is delivered to an initial purchaser. KUBOTA warrants to the initial purchaser and each subsequent purchaser that your engine shall be:

- I. Designed, built and equipped so as to conform with all applicable regulations adopted by the Air Resources Board pursuant to its authority in Chapters 1 and 2, Part 5, Division 26 of the Health and Safety Code.
- II. Free from defects in materials and workmanship that cause the failure of a warranted part for a period of two years.

The warranty on emissions related parts will be interpreted as follows:

- 1. Any warranted part that is not scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the warranty period as defined above in (II). If any such part fails during the period of warranty coverage, it must be repaired or replaced by the engine manufacturer according to Subsection (4) below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
- 2. Any warranted part that is scheduled only for regular inspection in the written instructions specified below must be warranted for the warranty period defined as above in (II). A statement in such written instructions to the effect of "repair or replace as necessary" shall advise owners of the warranty coverage for the evaporative emissions related parts. Replacement within the warranty period is covered by the warranty and will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for the remaining warranty period.
- 3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions specified below must be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by KUBOTA according to Subsection (4) below. Any such part repaired

or replaced under warranty must be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

4. Repair or replacement of any warranted part under the warranty provisions of this article must be performed at no charge to the owner at a KUBOTA dealership.
5. Notwithstanding the provisions of Subsection above, warranty services or repairs must be provided at KUBOTA dealerships that are authorized to service the subject engines.
6. The owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided that such diagnostic work is performed at a KUBOTA dealership.
7. The KUBOTA is liable for damages to other engine components proximately caused by a failure under warranty of any warranted part.
8. Throughout the engine's warranty period defined as above in (II), the KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts and must obtain additional parts if that supply is exhausted.
9. Any replacement part may be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of the KUBOTA.
10. Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts will be grounds for disallowing a warranty claim made in accordance with this article. KUBOTA will not be liable under this article to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

EMISSION-RELATED PARTS LIST

KUBOTA must include a copy of the following emission warranty parts list with each new engine. Listed below are the parts covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part. The warranted parts are (if applicable):

For Exhaust emission, emission-related components include any engine parts related to the following systems:

- 1) Air-induction system
- 2) Fuel system
- 3) Ignition system
- 4) Exhaust gas recirculation systems

1) Fuel Metering System

- a) Fuel injection system
- b) Air/fuel ratio feedback and control system
- c) Carburetor system (internal parts and/or pressure regulator or fuel mixer or injection system)

2) Air Induction System

- a) Intake manifold or air intake system
- b) Air mass sensor assembly
- c) Air cleaner element*

3) Catalyst or Thermal Reactor System

- a) Catalytic converter
- b) Thermal reactor
- c) Exhaust manifold

4) Positive Crankcase Ventilation (PCV) System

- a) PCV Valve
- b) Oil Filler Cap

5) Ignition Control System

- a) Engine Control Module (ECM)
- b) Ignition module(s)

6) Miscellaneous Items Used in Above Systems

- a) Vacuum, temperature, and time sensitive valves and switches
- b) Sensors used for electronic controls
- c) Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware
- d) Pulleys, belts and idlers

7) Evaporative System

- a) Fuel tank
- b) Fuel cap
- c) Fuel line
- d) Fuel line fittings
- e) Clamps (if equipped)
- f) Pressure relief valves (if equipped)
- g) Control valves (if equipped)
- h) Control solenoids (if equipped)
- i) Electronic controls (if equipped)
- j) Vacuum control diaphragms (if equipped)
- k) Control cables (if equipped)
- l) Control linkages (if equipped)
- m) Purge valves (if equipped)
- n) Vapor hoses (if equipped)
- o) Liquid / Vapor separator (if equipped)
- p) Canister (if equipped)
- q) Canister mounting bracket (if equipped)
- r) Carburetor purge port bracket (if equipped)
- s) Fuel pressure Manifold (if equipped)
- t) Fuel pressure Regulator (if equipped)
- u) Fuel drain valve (if equipped)

*Warranty period is equivalent to manufacturer's recommended first replacement interval as stated in the applicable model's operator's manual and/or service (workshop) manual.

KUBOTA TRACTOR CORPORATION

FEDERAL AND CALIFORNIA EMISSION CONTROL SYSTEMS WARRANTY

STATEMENT LIMITED WARRANTY FOR OFF-ROAD VEHICLES

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and KUBOTA Corporation are pleased to explain the Federal and California Emission Control System Warranty on your 2023 model year off-highway recreational vehicles. Off-highway recreational vehicles produced in 2023 model year must be designed, built and equipped to conform at the time of sale to the ultimate purchaser with all applicable laws, rules and regulations of the U.S. Environmental Protection Agency (EPA) in 40 CFR sections 1051 et seq. and California Air Resources Board (CARB) in 13 CCR sections 2400 et seq.. KUBOTA must warrant the emission control system on off-highway recreational vehicles for the periods of time listed below provided there has been no abuse, neglect, improper maintenance, or unapproved modification to your vehicle. This emission warranty is applicable in all states of the U.S.A and all provinces and territories of CANADA.

Your exhaust and evaporative emission control system may include parts such as an ECM, the fuel injection system, the ignition system, catalytic converter, fuel tanks, fuel lines or hoses, fuel caps, valves, canisters, filters, hoses, clamps, connectors and other associated components. Also included may be belts and other emission-related assemblies.

Where an emission warrantable condition exists, KUBOTA will repair your off-highway recreational vehicle or emission-related component at no cost to you, including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

You will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emission-related defect during the applicable warranty period. The applicable warranty periods are as follows:

1. The exhaust emissions defect warranty period for both Federal and California 2023 model year vehicles is 5,000 km (~3,000 miles), or 500 hours of engine operation, or 30 months, whichever comes first (see "PARTS LIST" below);
2. The evaporative emissions defect warranty period for Federal 2023 model year vehicles is two (2) years;
3. The evaporative emissions defect warranty periods for California 2023 model year vehicles are:
 - a) emission-related parts: 2,500 miles (~4,000 km), or 250 hours of engine operation, or 30 months or whichever comes first;
 - b) "high-priced" emission-related parts: 5,000 miles (~8,000 km), or 500 hours of engine operation, or 60 months, whichever comes first.

Please refer to the following “PARTS LIST” for a complete list of emission-related parts covered by these warranties.

OWNER'S WARRANTY RESPONSIBILITIES

1. As the off-highway recreational vehicle owner you are responsible for the performance of the required maintenance listed in your KUBOTA operator's manual. KUBOTA recommends that you retain all receipts covering maintenance on your vehicle, but KUBOTA cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of a scheduled maintenance.

2. As the vehicle owner, you should also be aware that KUBOTA may deny your warranty coverage if your off-highway recreational vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

3. Your off-highway recreational vehicle is designed to operate on fuel as specified in the operator's manual. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

4. You are responsible for presenting your vehicle to a KUBOTA Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

5. If you have any questions regarding your warranty rights and responsibilities, you should contact one of the following:

- KUBOTA TRACTOR CORPORATION, National Service Department by phone at 1-888-458-2682, or at

KubotaEmissionsWarranty@kubota.com

- KUBOTA CANADA LTD Customer Service Inquiries: 1-800-405-6916, or at kcl_g.customerservice@kubota.com

- U.S. Environmental Protection Agency (EPA), 2000 Traverwood Drive, Ann Arbor, MI 48105.

- California Air Resources Board (CARB), 9528 Telstar Avenue, EL Monte, CA 91731

DEFECT WARRANTY COVERAGE

The emissions warranty period for the vehicle begins on the date the vehicle is delivered to the ultimate purchaser. KUBOTA warrants to the ultimate purchaser and each subsequent purchaser that your vehicle shall be:

- a) Designed, built and equipped to conform, at the time of sale, with all applicable laws, rules and regulations; and

- b) Free from defects in materials and workmanship that may cause the failure of a warranted part. All replacement parts must be identical in all material respects to that part as described in the off-highway recreational vehicle manufacturer's Executive Order of Certification application.

The warranty on emission-related parts will be interpreted as follows:

1. Any warranted part that is not scheduled for replacement as part of maintenance in the written instructions furnished with the new vehicle must be warranted for the warranty period as defined above the section entitled Manufacturer's Warranty Coverage. If any such part fails during the period of warranty coverage, it must be repaired or replaced by KUBOTA according to subsection 4 below. Any such part repaired or replaced under the warranty must be warranted for the remaining warranty period.
2. Any warranted part that is scheduled only for regular inspection in the written instructions furnished with the new vehicle must be warranted for the warranty period defined as above in the section entitled Manufacturer's Warranty Coverage. A statement in such written instructions to the effect of "repair or replace as necessary" will not reduce the period of warranty coverage. Any such part repaired or replaced under warranty must be warranted for the remaining warranty period.
3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions furnished with the new vehicle must be warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part must be repaired or replaced by the manufacturer according to subsection 4 below. Any such part repaired or replaced under warranty must be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
4. Repair or replacement of any warranted part under the warranty provisions of this article must be performed at no charge to the off-highway recreational vehicle owner at a KUBOTA dealership, except in the case of a temporary repair when a warranted part or a KUBOTA dealership is not reasonably available to the vehicle owner. In the event a temporary repair is permitted according to section 8 below, repairs may be performed at any available service establishment, or by the owner, using any replacement part. The manufacturer must reimburse the owner for his or her expenses including diagnostic charges for such temporary repair or replacement, not to exceed KUBOTA's suggested retail price for all warranted parts replaced and labor charges based on KUBOTA's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.
5. Notwithstanding the provisions of subsection 4 above, all warranty services or repairs must be provided at a KUBOTA dealership.
6. The off-highway recreational vehicle owner must not be charged for diagnostic labor that leads to the determination that a warranted part is in fact defective, provided such diagnostic work is performed at a warranty station.

7. KUBOTA is liable for damages to other components proximately caused by a failure under warranty of any warranted part.

8. Throughout the warranty period defined as above in the section entitled Manufacturer's Warranty Coverage, KUBOTA must maintain a supply of warranted parts sufficient to meet the expected demand for such parts. The lack of availability of such parts or the incompleteness of repairs within a reasonable time period, not to exceed 30 days from the time the vehicle is initially presented to the warranty station for repair, will qualify the need for a temporary repair for purposes of section 4 above.

9. Any replacement part designated by KUBOTA may be used in the warranty repairs provided without charge to the off-highway recreational vehicle owner. Such use will not reduce the warranty obligations of KUBOTA, except that KUBOTA will not be liable under the statutory Article for repair or replacement of any replacement part which is not a warranted part (except as provided under section 7 above).

10. Any add-on or modified part exempted by the Air Resources Board from the provisions of section 27156 of the California Vehicle Code may be used on an off-highway recreational vehicle. Such use, in and of itself, will not be grounds for disallowing a warranty claim made under the provisions of this Article. KUBOTA is not liable under the provisions of this Article to warrant failures of warranted parts caused by the use of an add-on or modified part(s) unless such part(s) are also warranted.

PARTS LIST

- 1) Listed below are the exhaust emission-related parts covered by Federal and California Emission Control Systems Warranties: 5,000 km (~3,000 miles), or 500 hours of engine operation, or 30 months, whichever comes first:
 - a) Fuel metering system
 - Fuel injection system
 - Air/fuel ratio of feedback and control system
 - b) Air induction system
 - Intake manifold or air intake system
 - Air mass sensor assembly
 - Air cleaner element
 - c) Catalyst thermal reactor system
 - Three-way catalytic converter
 - Thermal reactor
 - Exhaust manifold
 - d) Positive crankcase ventilation (PCV) system
 - PCV valve
 - Oil filler cap
 - e) Ignition control system
 - Engine control module (ECM)

- Ignition module(s)
- f) Miscellaneous items used in above systems
- Vacuum, temperature, and time sensitive valves and switches.
 - Sensors used for electronic controls.
 - Hoses, belts, connectors, assemblies, clamps, fittings, tubing, sealing gaskets or devices, and mounting hardware.
 - Pulleys, belts and idlers.
- 2) Listed below are the evaporative emission-related parts covered by Federal and California Emission Control Systems Warranties. If any evaporative emission-related part on your off-highway recreational vehicles is defective, the part will be repaired or replaced by Kubota Corporation:
- a) Evaporative emission-related parts: For Federal models outside of California-two (2) years; for California models in California -30 months, 2,500 miles (~4,000 km), or 250 hours of operation, whichever comes first.
- Fuel tank (Federal warranty applies)
 - Fuel cap
 - Fuel line
 - Fuel line fittings
 - Fuel couplers
 - Clamps
 - Vapor hoses
 - Control (2-way) valve
 - Purge valve (RTV-XG850 EVAP Model offered in California)
 - Canister bracket (RTV-XG850 EVAP Model offered in California)
- b) “high-priced” evaporative emission-related parts: California models in California - 60 months, 5000 miles (~8,000 km), or 500 hours of engine operation, whichever comes first.
- Fuel tank
 - Carbon canister
 - Engine control module (ECM)

***KTC Facilities
Serving the
United States***

US Corporate Office:

Kubota Tractor Corporation
Kubota Credit Corporation
Grapevine, Texas

Division Offices:

Groveport, Ohio
Suwanee, Georgia
Ft. Worth, Texas
Lodi, California
Edgerton, Kansas



Kubota®



Corporate Office: 1000 Kubota Drive, Grapevine, TX 76051

Southeast Division: 1025 North Brook Parkway, Suwanee, GA 30174

Northern Division: 6300 One Kubota Way, Groveport, OH 43125

Central Division: 14855 FAA Blvd., Ft. Worth, TX 76155

Midwest Division: 31700 West 207th Street, Edgerton, KS 66021

Western Division: 1175 South Guild Avenue, Lodi, CA 95240