

112624-KBA

**MASTER AGREEMENT #112624****CATEGORY: Grounds Maintenance Equipment and Related Attachments****SUPPLIER: Kubota Tractor Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kubota Tractor Corporation, 1000 Kubota Drive, Grapevine, TX 76051 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:
- a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;
- b) Irrigation and aeration equipment, systems, parts, and installation; and
- c) Beach and waterfront maintenance equipment and accessories.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 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 contractor 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. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 40 hours in the work week. The requirements of 40 U.S.C. § 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, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 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 of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of

\$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 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 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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 certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name: Kubota Tractor Corporation
Address: 1000 Kubota Drive
Grapevine, Texas 76051
Contact: Trisha Davis
Email: trisha.davis@kubota.com
Phone: 817-532-3879
Fax: 888-458-2682
HST#: 9 5 2 8 0 1 5 1 3

Submission Details

Created On: Tuesday October 22, 2024 13:18:58
Submitted On: Monday November 25, 2024 13:26:15
Submitted By: Michael Bond
Email: michael.bond@kubota.com
Transaction #: 6c8c299d-1c2e-4d96-808b-702dddc44484
Submitter's IP Address: 209.249.99.117

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Kubota Tractor Corporation
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes - Kubota Tractor Corporation
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Kubota Tractor Corporation
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Provide your NAICS code applicable to Solutions proposed.	423820 others apply as well
6	Proposer Physical Address:	1000 Kubota Drive Grapevine, TX 76051
7	Proposer website address (or addresses):	www.kubotausa.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Paul Manger Executive Director 1000 Kubota Drive, Grapevine, TX 76051 Paul.Manger@kubota.com (817) 756-1171
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Trisha Davis National Accounts Gov’t Specialist 1000 Kubota Drive; Grapevine, TX 76051 Trisha.Davis@kubota.com (817) 876-5819
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Adams Manager, National Accounts Sales 1000 Kubota Drive; Grapevine, TX 76051 Mark.Adams@kubota.com (630) 488-8001

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Who Kubota is, and will continue to be, is summed up in this statement - We are dedicated to food, water, and life. Kubota Corporation was established in 1890 as a metal casting business. When cholera was spreading through Japan, Kubota began mass domestic production of the nation's first cast iron pipes to help people avoid the disease.</p> <p>The company's founder Gonshiro Kubota believed, "Products that help the country prosper cannot be born without pouring all of your knowledge and soul into its development."</p> <p>He also believed, "Our products should not only be technically excellent, but also useful for the good of society." Inheriting these philosophies, the company has always stood up to social issues. Kubota Corporation developed agricultural machinery to combat the food shortage in post-war Japan, and established water and waste management, as well as an urban infrastructure development business to deal with the rapid economic growth of the country.</p> <p>Starting at the turn of the century, Kubota Corporation began expanding its global operations. In 2021, overseas revenue ratio reached 78%, spanning 120 countries and regions around the world where it is tackling sophisticated local climate and environmental challenges. Currently, Kubota Corporation treats food, water, and environment as one business area that leverages each other and is developing new solutions to combat the challenging and complex issues.</p> <p>In 1972 Kubota established the first overseas tractor sales base in the United States. As Kubota had been approached by the American company Ford about the OEM supply of small tractors in 1967, it had been decided to enter the North American market with its own brand. The demand there was overwhelmingly for petrol engines, but Kubota had completed a multi-cylinder, lightweight and compact engine that overcame the problems with diesel engines, so it decided to limit exports to these diesel products. The company's compact diesel tractors were highly rated as having a performance and usability in line with larger models, and they became established in the American market, with over 2,000 sold in 1972. The company therefore created the Kubota Tractor Corporation (KTC) in Compton City, California, as a joint operation with the Marubeni Corporation, an export partner. KTC acted as a sales base and greatly expanded the market for the products.</p> <p>In 1974 In order to rebuild the company's construction machinery business, a decision was made to focus on compact vehicles, and the organization, production bases and sales system were all renewed. The KH1 fully-rotating mini back-hoe (compact pneumatic shovel) was completed in 1974, and would become the base machine for the company.</p> <p>In the latter half of the 1970s, the opportunities for the use of the mini back-hoe increased as there was an increase in small-scale construction work ordered by local authorities and urban-style construction for the improvement of the living environment. As Kubota had been first in the market, the sales volumes rose steadily. In 1979, a new construction machinery division was created to bring together the technology, sales and manufacturing of the products.</p> <p>For a full selection of Kubota literature please refer to KubotaUSA.com and kubotaengine.com for up to date history and product knowledge.</p>
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12	<p>What are your company's expectations in the event of an award?</p>	<p>Kubota Tractor Corporation is honored to have served our Sourcewell partnership and its prospective members who have purchased our Kubota equipment through Sourcewell since 2012.</p> <p>Kubota expects to meet and exceed the expectations of Sourcewell members for products, services, and support. Kubota will position Sourcewell as our first and best solution for cooperative purchasing. Our dedicated National Account Manager for Municipal and Business Development makes our Sourcewell contracts a focus for sales growth throughout the United States. Kubota is committed to supporting Sourcewell members wherever they are located at a level that meets and exceeds their expectations. Kubota has an extensive array of dealer training tools to support continued growth. Sourcewell member aftersales support, and marketing direction to ensure success. We will engage our 1,100 dealers to promote our contract, and support Sourcewell members to the greatest extent possible.</p> <p>Kubota will engage government entities in the adoption of our Sourcewell contract in place of establishing individual government contracts. Kubota and the National Account Team for Municipal and New Business will partner with Sourcewell for marketing materials and trade show support.</p> <p>Kubota looks forward to attending and supporting Sourcewell "Get to Know Us" forums and will encourage dealer participation to understand the value of contract purchasing with Sourcewell members. Kubota will incorporate all Sourcewell marketing materials, resources, and tools (e.g. training videos, Talking Tactics, Webinars, etc.) into dealer education and business development. Lastly, Kubota's expectations are when Sourcewell members reach out to their local Kubota dealer, the dealer knows who they are and how they can help.</p> <p>Kubota's expectations in the event of an award would be to focus on customer needs and continued growth across all our governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Kubota dealer network of over 1,100 plus dealers. If awarded, we will send out an internal Dealer Bulletin to our entire dealer network and Kubota salesforce, applicable to governmental, introducing the contract along with ways to train our salesforce, market and grow the contract. We are looking forward to this exciting opportunity to further grow our Kubota business and serve member needs together with our Dealer Network in the new RFP 112624 - Grounds Maintenance Equipment and Related Attachments. If awarded, we will be able to offer a wide array of equipment to fit the needs of Sourcewell members.</p>	*
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Financial information has been uploaded. These documents include general information such as Dunn and Bradstreet number, and federal ID numbers. As well as more specific financial information such as creditors and banking information.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire product portfolio's in the US.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>Kubota Tractor Corporation considers its market share data to be proprietary information. While we do not publicly release market share information, Kubota Tractor Corporation holds a top-level market share position across our entire Ag & Turf product portfolio in Canada.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>No, Kubota Tractor Corporation has never petitioned for bankruptcy protection.</p>	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Kubota Tractor Corporation is a United States licensed Distributor and marketer of Kubota Japan (KBT).</p> <p>We are supported by our 1,100 plus dealer network which is independent of Kubota Tractor Corporation. Our dealers are independently owned companies who are able to support a wide variety of customers, markets, and product support including technical, parts, service, and onsite warranty work. Our dealerships have been proudly transacting and serving Sourcewell customers for many years, and look forward to a continued and prosperous partnership under this RFP. Our Kubota dealers are very experienced in properly quoting and transacting Sourcewell bids, and have formed many long-term relationships over the years with the Sourcewell purchasing entities. We at Kubota Tractor Corporation are fully authorized by Kubota Japan to transact on their behalf as their fully authorized USA distributor. Kubota also has a dedicated full-time staffed government department to represent all governmental needs.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Kubota maintains all licenses and certifications necessary to conduct business in the U.S. and Canada. Our commitment to environmental excellence is witnessed in achieving our ISO 14001 environmental certifications. 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.</p> <p>Additionally, all divisions have achieved ISO 9001 certification. 24 Kubota Group companies whose primary operation is manufacturing have acquired certification. Certifications demonstrate Kubota's commitment to excellence in quality and 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>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None - Not Applicable</p>
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>CSS Design Awards is one of the top three global web design awards alongside FWA (Favorite Website Awards) and awards. Judges from around the world evaluate websites on three categories: UI Design, UX Design, and Innovation. Kubota's Kubota Future Cube was ranked eighth out of 365 entries for 2022's Website of the Year. Furthermore, the cutting-edge website was awarded the Best Innovation award. Kubota is the first Japanese company to receive the annual award from CSS Design Awards.</p> <p>#1 selling compact excavator in the world for 18 years; #1 selling sub-compact tractor in the US; #1 rated reliability and durability by Progressive Farmer; Highest resale value for select construction equipment. Kubota Tractor Corporation has beefed up its compact tractor lineup with four new models. The company announced the addition of a new LX20 Series, with the LX3520 and LX4020 as the first two entrants. It also is expanding its popular LO2 Series, with the introduction of the L2502 and L4802. The two models added to the LX20 Series offer a multitude of improvements. Along with new horsepower offerings of 35 and 40, both are available in a factory-installed cab or ROPS configuration. A "special utility," or SU, model cab option is available for the LX3520.</p> <p>2023</p> <ul style="list-style-type: none"> - U10-5 Rental Equipment Register, Innovation Award, 2023 - CE Attachments Concrete Contractor: Top Product Award, 2023 (plate compactors)- - F3710 Front Mount Mower Landscape Business: 20 for 2023 Award, - F3710 Front Mount Mower Green Industry Pros: Editor's Choice Award 2022 - L47 TLB: Equipment Watch: Highest Retained Value Awards, 2022 - U10-5 Landscape Business: 20 for 2022 Awards, 2022 - U10-5 Green Industry Pros: Editor's Choice Awards, 2022 - U10-5 Rental Magazine: Editor's Choice Awards, 2022 - U10-5 Equipment Today: Contractor's Top 50 New Products, 2022 - U10-5 Construction Equipment: Top 100 New Products, 2022 - U10-5 Compact Equipment: Innovative Iron Awards, 2022 - K008-5 Green Industry Pros: Editor's Choice Awards, 2022 <p>2021</p> <ul style="list-style-type: none"> - SSV Series: Equipment Watch: Highest Retained Value Awards, 2021 - SVL97-2 Equipment Today: Contractor's Top Products, 2021 - SVL97-2 Rental Magazine: Editor's Choice Awards, 2021

		<ul style="list-style-type: none"> - KX057-5 Rental Magazine: Editor's Choice Awards, 2021 - KX057-5 Construction Equipment: Top 100 New Products, 2021 - U55-5 Rental Magazine: Editor's Choice Awards, 2021 - U55-5 Construction Equipment: Top 100 New Products, 2021 - RTV-520 Pro Tools Review: Innovation Awards, 2021 - SZ Series Landscape Business: 20 for 2021 New Product Awards, 2021 - SZ Series Green Industry Pros: Editor's Choice Awards, 2021 - Z422 Zero Turn Mower Pro Tools Review: Innovation Awards, 2021 - SZ Series Pro Tools Review: Innovation Awards, 2020 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2020 - SCL1000 Landscape Business: 20 for 2020 New Product Awards, 2020 - SCL1000 Construction Equipment: Innovative Iron Showcase, 2020 - SCL1000 Construction Equipment: Top 100 New Products, 2020 - SCL1000 Green Industry Pro's: Editor's Choice Awards, 2020 - SCL1000 Rental Magazine: Editor's Choice Awards, 2020 - SCL1000 Equipment Today: Contractor's Top 50 New Products, 2020 - CE Attachments Construction Equipment: Attachments Awards, 2020 - RTV-XG850 Sidekick Pro Tools Review: Innovation Awards, 2020 2019 - U35-4: Equipment Watch: Highest Retained Value Awards, 2019 - SVL65-2 Equipment Today: Top 50 New Products, 2019 - SVL65-2 Rental Equipment Register: Innovative Product Awards, 2019 - SVL65-2Rental Magazine: Editor's Choice Awards, 2019 - SZ Series Green Industry Pros: Editor's Choice Awards, 2019 - B01 Series Construction Equipment: Top 100 New Products, 2019 2018 - SVL Series: Equipment Watch: Highest Retained Value Awards, 2018 - RTV-XG850 Sidekick Equipment Today: Contractor's Top 50, 2018 - RTV-XG850 Sidekick Compact Equipment: Innovative Iron Awards, 2018 - RTV-XG850 Sidekick Construction Equipment: Top 100 New Products, 2018 - RTV-X1120 Construction Equipment: Top 100 New Products, 2018 <p>By Product Line:</p> <p>ZD Series - ZD Series mowers rank as the number one selling diesel zero-turn mower series for more than 5 years." - Claim is based on Outdoor Power Equipment Institute market statistics from 2017 - 2021 unit shipments.</p> <p>Z400 Series - "Class-leading speed." - Claim is based on speeds published on company websites as of 11/08/2021 for the following 52"- 54" zero-turn models Gravely Pro-Turn ZX, Scag Patriot, Exmark Radius S Series, Toro Titan HD 2000 Series, Hustler Fastrak SDX, John Deere ZTrak.</p> <p>BX Series- #1 selling sub-compact tractor in the U.S. for over Ten years.</p> <p>Disclaimer: Based on EDA tractor sales data of under 20 horsepower models from 2009 to 2020</p> <p>-Rated #1 for durability and owner experience - Disclaimer: Award based on 2021 Progressive Farmer Reader Insights Study.</p> <p>- #1 rated reliability under 100 HP tractors in the USA."</p> <p>Disclaimer: 2020 Progressive Farmer Reader Insights Awards for Fewest Report Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020 Progressive Farmer Readers Insights Tractor Study. "</p> <p>B series - "#1 rated reliability under 100 HP tractors in the USA." - 2020 Progressive Farmer Reader Insights Awards for Fewest Reported Problems Overall in the category of Small Tractor (Under 100 Horse Power). Award based on 2020</p>
21	What percentage of your sales are to the governmental sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the governmental sector sales volume history of our valued customers. We are a partner who is fully committed to our governmental customer purchase requirements. With our dedicated team we work solely with our government customers and our dealer network as we continue to increase our sales volume in this key segment.
22	What percentage of your sales are to the education sector in the past three years?	Due to Kubota Tractor Corporation's proprietary information, we would prefer not to provide the educational sector sales volume history of our valued customers. We are a partner who is fully committed to our educational customer purchase requirements. With our dedicated team we work solely with our educational customers and our dealer network as we continue to increase our sales volume in this key segment.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Kubota holds a variety of state participating addendums. Including but not limited to New York state, Nevada, Kentucky, and Arkansas.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	KTC dealerships individually hold specific GSA and SOSA contracts and act independently in their transactions under these contracts.

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Miami-Dade County	Bernalt Velasquez	(305) 794-2051
City of Hollywood	Jacques Pierre-Louis	(305) 761-9737
Arlington Independent School District	Todd Lane	(214) 435-8368

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Kubota's has over 1,100 dealer locations nationwide as well as our sales force within the Kubota Tractor Corporation National Accounts department. The sales coverage is in place for all 50 states and Canada by both our dealers sales force which averages four sales representatives per location which conservatively averages over 4,000 representatives. Kubota in Canada has 155 dealer locations with similar sales force averages. Additionally, Kubota Tractor Corporation directly employs 51 regional sales managers, five district sales managers, and five division sales managers. The Kubota sales force is essential for educating and instructing dealers in promoting and supporting government, educational, and non-profit entities. This combined sales effort will also drive new Sourcewell member growth and engagement with our Global Major Brand. Kubota dealers are also supported by a network of product sales specialist specific in Agricultural, Construction equipment business development managers, Compact Utility Specialist, Hay Tool Specialist, Turf Field Staff and Utility Vehicle Product and Sales Team Specialist throughout the United States and Canada. All positions are designed to fully support our dealers in market trends, relevant industry updates and sales campaigns, market support and pricing to better position our dealers for sustained sales growth within their regions. The Kubota dealers are all fully authorized sellers on our contract and can quote, accept PO's, and invoice Sourcewell member entities.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The Kubota dealer network encompasses approx. 500 dealer owners with approx. 1,145 dealer locations throughout the USA. Over 60% of our dealer owners own multiple dealer locations, and average 25 or more years of industry experience.
28	Service force.	Kubota places a high level of importance on quality, dependability and service support. Kubota dealers average over twice as many service technicians as sales representatives. Kubota dealers invest heavily in training and recruiting of service technicians, with each averaging 9 service technicians on average. This has resulted in nearly 10,000 certified service technicians across Kubota's dealer network. Many of these have mobile service vehicles as well to service onsite. Kubota's Canadian dealer network has similar averages of service technicians in its 150 plus dealerships. Kubota internally employs approximately 50 field-based technical service representatives to assist the dealer network with ensuring maximum up time and value for Kubota users. Kubota has stringent dealer requirements to provide a strong customer service support and obligations are high. Each dealership is required to have a factory trained service technician on staff at all times. The factory training is facilitated by the Kubota Corporate technical service center in Grapevine, TX. A corporate service training staff ensures dealers have access to, and take advantage of, world-class service training. Every dealer is also required to participate annually in service training school which last multiple days. These requirements ensure Kubota dealers meet our stated service goals and expectations. Kubota also provides training on all equipment within our Kubota University entity who holds an annual training in Florida for both US and Canada dealers in the months of January through February where dealers are allowed to learn about Kubota's products as well as the competitor's equipment.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All of the Sourcewell transactions are handled by our dealer network directly. This allows Sourcewell members the opportunity to interact with their local Kubota dealerships. The local dealers within Kubota are very active members of their local communities, and have strong ties to them. Any purchasing entity that requests quotations from Kubota Tractor is automatically redirected to their local Kubota dealership for follow up, including them gaining an understanding of what the purchasing entity is seeking, including what kind of attachments and accessories it seeks. From there, the dealership is able to build an accurate quote based on what the Sourcewell member has requested. If the Sourcewell member approves of the quotation, our Kubota dealers are well skilled to not only procure the equipment internally, but also very capable in assembling the requested attachments and accessories. Once fully assembled and inspected, our dealers not only provide transportation to the Sourcewell member, but will also assist them with equipment familiarization, maintenance tips, and any other assistance in the safe operation of the equipment. Kubota offers extensive maintenance contracts for those purchasing entities for those who choose it. It allows Sourcewell members to take their equipment to the dealer of their choice to provide routine maintenance at various usage thresholds (50 hours, 100 hours, etc.)</p> <p>Sourcewell members will contact their local Kubota dealers directly for a quote. If Kubota National Accounts are contacted by a Sourcewell member, we assist them in directing them to their local dealer. The local Kubota dealership will provide the Sourcewell member with a Kubota authorized quotation, reflecting the proper discounts on the contract. The quotes are created utilizing the internal quote tool utilized by Kubota, "Build My Kubota (BMK) quote tool.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The customer service aspect of our Sourcewell relationship remains vital to our dealer network. Our dealers work on the front line for KTC by handling customers at a personal level. Our dealer metrics program has been updated for 2025 and will reward our top performing dealers, giving them the incentive to be the best in multiple categories. Beyond our dealers, support is provided by the various departments at KTC. Customer service outlets such as the Technical Service Center, Customer Satisfaction, parts/warranty departments are there to provide Sourcewell a quick solution. Response time during business hours will be typically be immediate, and never to exceed 4 hours.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Kubota will provide full service and support to all Sourcewell members in all 50 states in the US.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Kubota Canada Ltd. is able to provide all Sourcewell member full service and support in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Kubota will fully service all geographic areas of the United States and Canada with the proposed Sourcewell Contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Kubota will fully service and honor all Participating Entities if awarded under this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions to supporting Sourcewell members in Alaska and Hawaii. Kubota has dealers located in both states to support Sourcewell members efficiently.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Kubota is able to provide service to all participating entities including state/county/local government, educational, and non-profit sectors. As a Global Major Brand with a global presence, Kubota is committed to serving all Sourcewell members equally and fully in the US and Canada.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>This marketing plan leverages Kubota's established reputation, government and educational sector growth, and Sourcewell's cooperative purchasing advantages to attract and retain government, educational, and non-profit clients.</p> <p>1. Marketing Strategy for Sourcewell Opportunities</p> <ul style="list-style-type: none"> • Targeted Outreach to Government and Educational Entities: Kubota's marketing approach includes promoting Sourcewell cooperative contracts to government agencies, municipalities, non-profit organizations, and educational institutions to highlight streamlined purchasing processes, competitive pricing, and high-quality equipment that Sourcewell contracts offer. • Local Dealer Involvement and Training: Kubota collaborates with its extensive dealer network to ensure they are knowledgeable about Sourcewell contracts. Dealers are trained to reach out to local government, school districts, and non-profits to showcase the ease and benefits of using Sourcewell contracts for their equipment needs. • Digital Marketing and Online Visibility: Kubota leverages its online platform and digital advertising to target Sourcewell-eligible organizations. This includes informative content on Kubota's website, social media channels, and educational videos on how government and educational entities can benefit from Sourcewell contracts. • Trade Shows and Industry Events: Kubota participates in trade shows focused on municipal, educational, and non-profit sectors, showcasing equipment suitable for these audiences and providing Sourcewell information directly to attendees. • Cooperative Purchasing Webinars: Kubota hosts webinars or partners with Sourcewell to conduct informational sessions aimed at educating prospective buyers on the benefits of cooperative purchasing. This includes case studies of successful implementations in similar entities. <p>2. Growth in Government, Non-Profit, and Educational Sales</p> <ul style="list-style-type: none"> • Government Sales Growth: Kubota has seen growth in government sales, driven largely by increased awareness of cooperative purchasing benefits through Sourcewell. This includes increased contracts with municipal maintenance departments for equipment such as mowers, compact tractors, and utility vehicles that support grounds maintenance, landscaping, and snow removal. • Non-Profit Sector Sales: Kubota's partnerships with non-profit organizations have expanded, particularly in sectors needing durable outdoor equipment, like conservation organizations and community development groups. The Sourcewell contract's streamlined process allows non-profits to acquire essential equipment within budget constraints. • Educational Institutions: Kubota has seen increased interest from K-12 schools, universities, and other educational facilities for groundskeeping and facility maintenance solutions. School districts, in particular, benefit from using Sourcewell contracts to purchase mowers, compact tractors, and utility vehicles for campus upkeep. <p>3. Contracts and Initiatives Supporting Growth</p> <ul style="list-style-type: none"> • Dedicated Sourcewell Contracts: Kubota's dedicated Sourcewell contract enables eligible entities to access equipment at pre-negotiated rates without a lengthy bid process. This contract has facilitated growth in Kubota's public sector sales by providing a reliable framework for purchasing. • Sustainability Initiatives: Kubota's commitment to environmentally friendly technology has supported growth in the non-profit sector, as organizations increasingly seek eco-friendly options. Kubota promotes its energy-efficient engines and low-emission equipment in marketing materials targeting these sectors. • Community and Educational Support Programs: Kubota has initiated community outreach programs, including partnerships with technical schools and universities. These initiatives not only promote Kubota's equipment but also support educational development in agricultural and construction fields. <p>4. Messaging and Key Selling Points for Sourcewell-Eligible Entities</p> <ul style="list-style-type: none"> • Emphasis on Ease and Efficiency of Cooperative Purchasing: Kubota's marketing emphasizes the simplicity and time savings of using Sourcewell contracts, which eliminate the need for a lengthy bid process. • Showcasing Product Reliability and Versatility: Marketing materials emphasize Kubota's reputation for durable, versatile equipment, which is ideal for government and educational needs. Examples include tractors and mowers that can be used across multiple applications, from landscaping to snow removal. • Highlighting Long-Term Value and Service Commitment: Kubota promotes its long-term value proposition by highlighting service plans, genuine parts availability, and extended warranties, which are particularly appealing to budget-conscious government and non-profit buyers.
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<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Kubota uses a range of digital technologies to support and enhance its Sourcewell marketing efforts, effectively reaching government, non-profit, and educational entities. Through these technology-driven strategies, Kubota enhances its Sourcewell marketing by building awareness, engaging directly with potential buyers, and providing convenient resources for decision-making. This integrated approach improves Kubota's reach and effectiveness in the public and institutional market segments.</p> <p>Here are some key strategies and examples of Kubota's technology-driven marketing efforts:</p> <ol style="list-style-type: none"> 1. Social Media for Brand Awareness and Engagement <ul style="list-style-type: none"> • Targeted Content on Social Media Platforms: Kubota actively uses social media channels, including LinkedIn, Facebook, Twitter, and Instagram, to promote Sourcewell opportunities to government and educational entities. LinkedIn, for example, allows Kubota to connect directly with public sector professionals and share relevant posts about cooperative purchasing benefits and case studies of successful Sourcewell partnerships. • Campaigns Highlighting Sourcewell Benefits: Kubota runs targeted ad campaigns focused on Sourcewell contracts, emphasizing the streamlined purchasing process and cost savings. These campaigns may highlight specific equipment suitable for government and educational use (e.g., mowers for school campuses, utility vehicles for municipalities). • Customer Testimonials and Case Studies: Kubota shares posts and videos on social media that showcase real-life testimonials from Sourcewell users in government and non-profit organizations, creating relatable content that resonates with potential buyers. 2. Metadata and SEO to Improve Online Visibility <ul style="list-style-type: none"> • Optimized Website Content for Sourcewell Searches: Kubota's website content, especially pages related to government and institutional purchasing, is optimized with keywords like "Sourcewell contracts," "government equipment purchasing," and "Kubota cooperative contracts." This helps Kubota rank higher in search results for public procurement professionals looking for relevant information. • Structured Data and Meta Tags: Kubota uses metadata, structured data, and meta tags to provide search engines with clear signals about their Sourcewell offerings. By tagging pages with terms that are commonly searched by municipal and educational buyers, Kubota can increase organic visibility for users researching cooperative purchasing options. • Landing Pages and Conversion Optimization: Kubota has developed specific landing pages that detail the benefits of Sourcewell contracts, making it easy for visitors to access relevant information and connect with a representative. These pages are optimized for conversions, with clear calls to action, contact forms, and interactive tools to locate nearby dealers. 3. Email Marketing for Direct Outreach <ul style="list-style-type: none"> • Targeted Email Campaigns: Kubota uses email marketing to target Sourcewell-eligible entities, such as government departments, school districts, and non-profits. By segmenting these lists, Kubota can deliver personalized content, like special contract offers, product updates, and case studies showing the impact of Kubota equipment in similar sectors. • Automated Drip Campaigns: Email automation allows Kubota to nurture leads over time. For example, if a government official downloads a Sourcewell brochure, they may enter a series of follow-up emails with information on specific products, dealer contacts, and the benefits of cooperative purchasing. 4. Website and Analytics Tools <ul style="list-style-type: none"> • Sourcewell Resource Pages with Downloadable Content: Kubota's website features dedicated Sourcewell resource pages that include downloadable PDFs, video case studies, and product catalogs tailored to government and institutional buyers. This content provides valuable information while giving Kubota insights into user engagement through download tracking. • Analytics and Conversion Tracking: Using analytics tools like Google Analytics, Kubota tracks the effectiveness of their Sourcewell-related web traffic, measuring conversion rates, page views, and user flow. This data helps Kubota refine its content strategy to better attract and convert potential Sourcewell buyers. 5. Geotargeting and Digital Ads <ul style="list-style-type: none"> • Geotargeted Digital Ad Campaigns: Kubota uses geotargeted ads to reach Sourcewell-eligible entities within specific states or regions. These ads highlight the unique advantages of Sourcewell contracts and the equipment suited to local government needs. • Programmatic Advertising: Kubota leverages programmatic advertising to display ads to users who have shown interest in government and institutional procurement. This approach helps Kubota maximize ad spend efficiency by reaching users likely to benefit from Sourcewell opportunities. 6. Webinars and Virtual Demos <ul style="list-style-type: none"> • Educational Webinars on Sourcewell Contracts: Kubota conducts webinars to explain the Sourcewell contract process, with presentations on cooperative purchasing benefits, equipment overviews, and case studies. These webinars are recorded and hosted on Kubota's website for future access, creating a valuable resource for ongoing engagement. • Virtual Demos of Equipment: Kubota offers virtual demonstrations of equipment well-suited to government, non-profit, and educational uses, such as mowers, tractors, and UTVs. These demos are accessible online, allowing buyers to view equipment capabilities remotely and understand their practical applications in their respective sectors.
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Kubota can expect Sourcewell to actively promote their contracts through a variety of established channels and initiatives. Sourcewell has a dedicated team and platform specifically designed to help suppliers reach government, non-profit, and educational sectors. By leveraging Sourcewell's promotional efforts, Kubota can strengthen its sales and marketing processes to maximize engagement and effectiveness.</p>

Sourcewell's promotional efforts create a strong foundation for Kubota to build upon, providing access to a large network of public sector buyers. By closely aligning Kubota's sales and marketing processes with Sourcewell's channels, messaging, and events, Kubota can increase its market penetration in government, educational, and non-profit sectors. Kubota's proactive use of Sourcewell promotions will reinforce its reputation as a cooperative-friendly supplier, making it easier for public entities to choose Kubota for their equipment needs.

1. Sourcewell's Marketing and Outreach Initiatives

- Website Promotion and Contract Listings: Sourcewell lists Kubota's contracts on their website, which is a central hub for government, education, and non-profit buyers seeking cooperative purchasing options. This exposure helps prospective buyers discover Kubota's offerings and understand the benefits of the contract.
- Email Campaigns to Eligible Entities: Sourcewell conducts targeted email campaigns to promote new and existing contracts to eligible entities. These emails reach municipal, educational, and non-profit organizations nationwide, raising awareness of Kubota's available equipment under Sourcewell.
- Direct Outreach through Representatives: Sourcewell has a team of regional representatives who work directly with public sector organizations to introduce them to new contracts. These representatives can present Kubota's contract to potential buyers, answer questions, and highlight the advantages of cooperative purchasing.
- Trade Shows and Conferences: Sourcewell participates in industry trade shows and conferences where government, educational, and non-profit decision-makers gather. Kubota's Sourcewell contract may be featured in these events, further increasing its visibility.
- Educational Webinars and Training: Sourcewell hosts webinars to educate potential buyers on cooperative purchasing, sometimes inviting suppliers to participate. This provides a valuable platform for Kubota to present its product lineup, demonstrate value, and interact with potential buyers directly.

2. Using Sourcewell's Promotion in Kubota's Sales and Marketing

Kubota can maximize the impact of Sourcewell's promotional efforts by integrating them into their own sales and marketing strategies as follows:

- Link to Sourcewell Contracts in Digital Campaigns: Kubota can link to their Sourcewell contract page from digital campaigns, including social media posts, email marketing, and targeted ads. This direct connection provides immediate access for potential buyers, emphasizing the ease of the cooperative purchasing process.
- Highlight Sourcewell Partnership in Sales Presentations: Sales representatives can incorporate Sourcewell's role and promotional efforts in their presentations to public sector clients. Emphasizing this partnership can assure buyers that Kubota is well-integrated with a respected cooperative purchasing agency, making it a reliable and simplified choice.
- Collaborate on Joint Marketing Materials: Kubota can create joint marketing materials with Sourcewell's brand and logo, highlighting that Kubota equipment is readily accessible under an established cooperative contract. These materials can be distributed at trade shows, conferences, and in digital format, lending credibility to Kubota's public sector offerings.
- Leverage Sourcewell's Trade Show Presence: Since Sourcewell attends major trade shows, Kubota can work with Sourcewell representatives to ensure that their booth and promotional materials feature Kubota's equipment prominently. Kubota's team can also attend these shows, using Sourcewell's presence as a strategic advantage to connect with more leads.
- Incorporate Sourcewell Testimonials and Case Studies: Sourcewell's direct outreach may result in testimonials or case studies from satisfied buyers in government, educational, or non-profit sectors. Kubota can incorporate these testimonials into its marketing collateral, showcasing real-world examples of successful Sourcewell purchases to build trust and demonstrate proven benefits.

3. Process Enhancements to Align with Sourcewell Promotion

- Streamline Sales Training on Sourcewell Benefits: Kubota should train its sales team extensively on the benefits and process of Sourcewell contracts so they can confidently discuss the cooperative purchasing option with prospects. This will enhance sales readiness and ensure representatives can answer any questions buyers may have about Sourcewell.
- Use Sourcewell Contract as a Selling Point: Emphasizing Sourcewell's streamlined purchasing process as part of Kubota's value proposition can speed up sales cycles and help prospects understand the simplicity of acquiring Kubota equipment.
- Track Leads from Sourcewell Channels: By closely tracking leads that originate from Sourcewell promotions (e.g., inquiries from Sourcewell's website or trade shows), Kubota can evaluate the effectiveness of this partnership and refine its strategy based on the data.

4. Collaborative Events and Campaigns

- Join Sourcewell in Webinars and Educational Sessions: Kubota can co-host or participate in Sourcewell's webinars and educational sessions, offering direct insights to potential buyers. By showcasing their expertise and specific product offerings in these forums, Kubota can build rapport with a wider public sector audience.
- Coordinate Seasonal Campaigns with Sourcewell: Kubota can plan seasonal campaigns (e.g., promoting snow removal equipment in winter) in coordination with Sourcewell's outreach to maximize visibility. These campaigns can highlight relevant products, demonstrate their application in municipal and educational settings, and align with seasonal needs.

40	<p>Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>E-Procurement Access for Sourcwell Members Kubota works with its dealers and partners to ensure that Sourcwell members can order through e-procurement platforms, allowing for an efficient and compliant purchasing experience. Kubota products are accessible to Sourcwell members through authorized dealers who support various e-procurement platforms. This approach aligns with Kubota's focus on streamlined cooperative purchasing, allowing government and institutional buyers to complete purchases with ease and compliance through the systems they commonly use. Here's how this typically functions:</p> <ol style="list-style-type: none"> 1. Dedicated Sourcwell Contract Platform: Kubota's Sourcwell contract details are available on the Sourcwell website, which links directly to Kubota's authorized dealer network. This network facilitates ordering for Sourcwell members by providing transparent pricing and pre-negotiated terms. 2. Integration with E-Procurement Systems: While Kubota does not have a direct e-commerce site, many of Kubota's authorized dealers and suppliers are integrated with various public-sector e-procurement platforms used by Sourcwell members, such as ProcureNow or OpenGov. Through these systems, Sourcwell members can browse Kubota equipment options, review pricing, and place orders with ease. 3. Simplified Quote and Purchase Order Process: For Sourcwell members, Kubota's streamlined purchasing process includes the ability to request quotes and complete purchase orders directly with authorized dealers. These dealers handle all necessary paperwork and contract compliance with Sourcwell terms, providing a simplified experience. 4. Support for Cooperative Purchasing Platforms: Kubota's dealers also provide direct support for cooperative purchasing platforms, guiding Sourcwell members through any specific procurement steps. This includes assistance with purchase orders, invoicing, and contract compliance, all compatible with the e-procurement systems preferred by public sector entities. 5. Future E-Procurement Advancements: Kubota continues to explore additional ways to facilitate e-procurement for Sourcwell contracts. For example, some dealers are actively working toward creating more seamless online ordering solutions, including online product catalogs and virtual ordering portals tailored to Sourcwell members' needs.
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Kubota Tractor Corporation and your local Kubota dealer are dedicated to delivering exceptional service to meet your needs. Our dealer technicians are connected to a state-of-the-art online Service Center, granting them access to vital technical information. They also undergo extensive hands-on training from factory-certified instructors to enhance and maintain their expertise. We pride ourselves on providing timely and accurate diagnostics and repairs whenever necessary.</p> <p>Training is available for all products listed in this contract through our dealer network, tailored to each member's current knowledge and needs. Operator training is included with the delivery of every product, and more advanced training options can be requested. Additional on-site training can also be arranged and discussed with dealers, potentially included as a separate line item in a Sourcwell member quote. Additionally Kubota will be instituting a national accounts training program geared towards assisting Sourcwell entities on Kubota diagnostic, service, and warranty processes.</p> <p>The MyKubota app is a free tool available on iOS and Android through the Apple App Store and Google Play Store. It offers features like equipment tracking, browsing compatible attachments, and more. KubotaNOW Telematics provides advanced reporting and insights for select equipment models, enhancing customer awareness of their machinery's performance, with costs varying by equipment type. You can also purchase Kubota On Board Diagnostic Software, repair manuals, and specialized tools through your local dealer for self-diagnosis and repair of your equipment.</p>
42	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Kubota is dedicated to crafting solutions that herald a new era in agriculture, providing enhanced value and inspiration to all participants across various scales of the industry. With a steadfast commitment to innovation, the company continually refines its products. As information and communications technology (ICT) significantly reshapes societal and economic structures both domestically and internationally, Kubota is pioneering precision farming techniques that leverage ICT. In Japan, the agricultural sector grapples with a declining and aging labor force, alongside the pressing need to improve cost-effectiveness and production efficiency. The traditional reliance on the expertise of seasoned farmers and intuitive practices has become increasingly untenable. Consequently, there is considerable optimism surrounding the potential of data-driven management approaches that scientifically analyze and visualize agricultural processes, positioning them as a vital force for the industry's future.</p>

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The Kubota Group aspires to enhance its value by contributing to societal advancement and environmental sustainability, particularly within the realms of food, water, and environmental management. As part of our commitment, we prioritize environmental conservation as a core tenet of our business strategy, undertaking the following initiatives:</p> <p>1. Commitment to a Decarbonized Society</p> <p>(1) The Kubota Group is dedicated to achieving net-zero greenhouse gas emissions across our value chains by 2050. We will also transparently report on our efforts to reduce emissions across Scopes 1, 2, and 3.</p> <p>(2) By 2025, our global production facilities aim to reduce CO₂ emissions per production value by at least 25% compared to 2014 levels.</p> <p>(3) Additionally, we target an 18% reduction in energy consumption per production value by 2025, compared to 2014 benchmarks.</p> <p>(4) Our facilities will increase renewable energy usage to at least 1% of total electricity consumption by 2025.</p> <p>(5) For our Japanese operations, we have set a long-term goal of reducing CO₂ emissions by 30% by 2030, based on 2014 levels.</p> <p>(6) To meet these goals, we are leveraging cutting-edge technologies to enhance the efficiency of production equipment, HVAC, and lighting systems; adopting cleaner fuels; improving building insulation; monitoring and minimizing energy use; capturing waste heat; and implementing solar and green electricity solutions.</p> <p>(7) In alignment with our global mission, we will quantify our greenhouse gas reduction impacts and share this data with stakeholders worldwide. This information aims to promote decarbonization by encouraging the adoption of eco-friendly products, services, and technologies. Our efforts include improving fuel efficiency in agricultural and construction machinery, advancing smart agriculture through robotics and ICT, and developing decarbonized energy solutions, including electrification, hybridization, and fuel cell applications.</p> <p>(8) Finally, we endorse the recommendations of the TCFD (Task Force on Climate-related Financial Disclosures) and actively disclose our climate-related strategies and progress. Through these initiatives, the Kubota Group is determined to drive meaningful change toward a sustainable, low-carbon future for the communities we serve.</p> <p>2030 Targets: Reduce CO₂ emissions from the Kubota Group by 50% compared to the base year FY2014; In FY 2023, CO₂ emissions of the Kubota Group were reduced by 28% compared to the base year FY2014. In FY 2023, Kubota designated 37 new Eco-Products, bringing the sales ratio of Eco-Products to 70.1% globally.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Kubota Group Environmental Charter:</p> <ul style="list-style-type: none"> -The Kubota Group aspires to create a society where sustainable development is possible on a global scale. -The Kubota Group contributes to the conservation of global and local environments through its environmentally friendly operations, products, technologies, services, and global activities. <p>The following are a select few products that were certified as Eco-Products in 2023:</p> <ul style="list-style-type: none"> -M5002 Series: Compliant with exhaust gas regulations(North America) -LX2620: Compliant with exhaust gas regulations(North America) -M7 Series: Compliant with exhaust gas regulations(North America) -RTV-X: Compliant with exhaust gas regulations(North America) -RTV-X1130: Compliance with RoHS -SVL 75-3: Compliant with exhaust gas regulations(North America) -Diesel Engine EP-2309: Fuel consumption reduced by 12%
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Kubota’s advanced and reliable engines offer exceptional horsepower and performance with low noise, vibration, and outstanding fuel efficiency.</p> <p>Anti-Theft System: The engine can only be started with “programmed keys.” Even if a key has the same shape, it won’t start the engine unless it’s properly programmed. If an unprogrammed key is used, the anti-theft alarm will activate and continue until a programmed key is inserted and the engine is started.</p> <p>Auto Idling System: Save fuel with Kubota’s Auto Idle feature, which automatically lowers engine RPM when full power isn’t needed. After four seconds of inactivity with the control levers in neutral, the engine idles. Moving any control lever will instantly restore the engine to full RPM. This feature reduces noise and emissions, enhancing operational efficiency.</p> <p>Eco Plus: Kubota’s unique ECO PLUS feature maximizes fuel efficiency and supports environmental responsibility. With a simple switch, you can activate ‘Eco Mode’ for enhanced fuel savings over the standard mode.</p>
46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	<p>Safety is a top priority at Kubota. All machines come from the factory with Roll over protection system(ROPS), Seatbelt, OPC/Neutral safety switches, and any other necessary safety equipment to keep the operator safe. Seat belts are an integral part of any ROPS and should always be used. However, the seat belt should not be used when a foldable ROPS is down or a fixed ROPS is removed. All PTO shafts feature a safety guard and should be used at all times. The Anti-Stall system and other stability assistance features ensure the smooth operation of the machine. New models, such as the LX3310, feature enhanced noise reduction with improved window seals and the 4-pillar design with rounded glass offers more space and panoramic views of your surroundings. Kubota also offers various safety option kits such as backup/travel alarms, lights, etc. to further workspace safety.</p>

<p>47</p>	<p>Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.</p>	<p>The BX2380 and BX2680 models feature a deluxe operator's station, equipped with tilt steering and a high-back seat with armrests, creating a comfortable operator experience that transforms any chore into an enjoyable task. Meanwhile, the LX20 Series' factory-installed cab enhances year-round comfort, providing premium amenities such as air conditioning, heating, front LED headlights, and work lights. Its wide, spacious flat deck, reclining high-back suspension seat with armrests, tilt steering, and cruise control ensure that operators remain at ease. Additional features include telescopic stabilizers, mid and rear PTO, an integrated loader joystick, and intuitive, color-coded controls.</p> <p>The SCL1000 model offers a 4.3" color LCD monitor with keyless start, passcode protection, and consolidated machine monitoring with service reminders, making it easy to keep the equipment in top condition. A convenient 12-volt charging port comes standard. The patented T-drive handle delivers intuitive, ergonomic steering, while hydraulic pilot-operated loader and drive control valves ensure precise, responsive operation.</p> <p>In the SVL Series, operators enjoy a spacious cab with a luxurious, adjustable full-suspension seat and ample legroom, designed for comfort and convenience. This is reflected in the SVL 97-3 that contains a one piece cab that reduces dust collection in the cab, reduces decibels within the cab, and allows for easy clean out.</p> <p>Lastly for excavator operators, the KX033-4 model offers a redefined experience with a larger entrance, more legroom, and enhanced ergonomics that make routine tasks simpler. Its refined cabin combines functionality and comfort, setting a new standard in operator satisfaction.</p> <p>Finally, the RTV product line has received notable enhancements with the release of the new 2025 RTV-X series. This updated series now features a redesigned T-handle parking brake, strategically positioned to the left of the steering wheel for improved accessibility and ease of use. Additionally, the headrest has been refined, offering a fresh upgrade to enhance comfort and support.</p>
<p>48</p>	<p>Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.</p>	<p>Kubota offers three core solutions—Pure Engine Solutions, Hybrid Solutions, and Fuel Solutions—each uniquely designed to advance carbon neutrality.</p> <p>Pure Engine Solutions aim to enhance the fuel efficiency of existing engines. A notable example is the D902-K, an electronically controlled small engine, which entered mass production in 2022. It utilizes Kubota's proprietary combustion system, TVCR, which incorporates a common rail electronic control system typically found in larger diesel engines, adapted specifically for smaller engines. This technology minimizes black smoke emissions, reduces fuel consumption, and maintains a compact engine design.</p> <p>Hybrid Solutions integrate an engine with an electric motor to optimize performance. In scenarios requiring immediate high output and load, the electric motor supplements the engine's power, allowing a smaller engine—such as a 2.4L or 1.8L class—to replace a 3L class engine. This approach promotes downsizing and greater fuel efficiency.</p> <p>Fuel Solutions focus on alternative fuels to reduce reliance on fossil fuels. For example, the D1105-K engine runs on hydrotreated vegetable oil (HVO), a fuel produced by introducing hydrogen to vegetable oil. As plants, the source of HVO, absorb CO2 while growing, this fuel essentially offsets the CO2 released during combustion, making HVO-compatible engines a sustainable, carbon-neutral solution. In addition, Kubota is developing hydrogen-fueled industrial engines, drawing on its long standing expertise. These engines emit no CO2 during combustion, marking a significant step toward decarbonization.</p> <p>Kubota is also committed to sustainable manufacturing by utilizing recycled materials in engine components. Ductile iron pipes, fittings, and various machine-cast products—such as crankcases, cylinder heads, and transmission cases—are produced primarily from recycled scrap iron, sourced both internally and externally. The recycling process effectively removes impurities, preserving the quality of the iron. As part of Kubota's Medium-Term Environmental Conservation Targets for 2025, the company aims to maintain a recycled material usage rate of at least 70%, promoting sustainability in production.</p> <p>(**See supporting documents for more information**)</p>
<p>49</p>	<p>Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)</p>	<p>Kubota's dealer network ensures efficient access to parts and service, enabling timely support for all machines. Dealers are equipped with KPAD and a streamlined parts ordering system to enhance order processing speed. Additionally, with the integration of Smart Supply in select partner dealerships, Kubota aims to proactively stock high-demand parts—helping dealers maintain inventory before shortages arise. For any questions or assistance with parts ordering, Kubota offers dedicated technical support through our divisional offices.</p> <p>*For details on warranty information, please refer to the supporting documents.*</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Kubota Tractor Corporation fully supports all Women- and Minority-Owned Business Enterprises (WMBE) and Small Business Enterprises (SBE). However, as a subsidiary of Kubota Japan, we do not currently track this information internally. Nonetheless, we remain fully committed to supporting these businesses.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to MBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.
52		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	In regards to WBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to DOBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Even though Kubota is not a VBE Kubota strives to help the veteran community whenever possible. Most recently reflected with a partnership with Boot Campaign, designed to help and support military families.
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to SDVOB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to SBE Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to SDB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	In regards to WOSB Kubota dealerships are independently owned and operated. Under Kubota's business model, dealerships retain the right and discretion to conduct business with parties of their choosing.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Kubota Tractor Corporation payment terms of sale are net thirty days and accepted payments may vary based on individual dealer network. The standard is cash typically by check or ACH payment, P-Card or Business credit card as well as finance and lease options via Kubota Credit Corporation (KCC).

<p>60</p>	<p>Describe any leasing or financing options available for use by educational or governmental entities.</p>	<p>Kubota offers financing and leasing options to Sourcewell members through Kubota Credit Corporation (KCC). The target customer base of Sourcewell are municipal/government customers, educational and non-profits and for those type customers we only offer standard lease options. This special language in our lease agreements allow the entity to exit the lease if the government cuts funding for the project, and this is essential as this type of customer only approve budgets yearly and therefore need this language. When we talk about our municipal leases, we have two options. First let's discuss the Full Payout lease. This is like a loan, the customer makes regular payments and then at the end owns the equipment for \$100. This is the option for the customer looking to own it at the end like a loan. The second option is the FPPO (Fixed Purchase Price Option) lease. This option gives the customer a lower payment and then at the end of the term, the customer can choose to purchase the equipment for a locked in purchase price (that is stated on their lease from the start) or they can turn the equipment back. If you have a Sourcewell customer who is not a true govt/muni - the product options would be different as they'd only have the FPPO option available for leasing but they would be eligible for a loan using the standard rates. When you select these options, there are two pricing program options. A dealer working this up can choose "muni lease promo" or "muni lease standard". Promo is our promotional pricing that can only be used in sales with govt customers who are not taking discounts that make them ineligible (like the KTC governmental discount). When using Sourcewell, the dealer MUST select the "muni standard rates" . This is because they are getting the advantage of the Sourcewell pricing (discount) and cannot be combined with any additional promotions. Once this is entered, they can select terms from 24-60 months. They can choose four options that are available on intervals of 300, 600, 900,1200, (and sometimes offered in 1500, and 2000 depending on term/model). . Dealers can access this by entering the deal in Showroom, but this program is posted in Kubotalink. We have some current changes which took effect on October 1, 2024 as follows:</p> <p>Promo Municipal Leasing Leasing APRs for the Promo Municipal Leasing Program are being lowered to match the current APRs for the Commercial Leasing Program. This change will lower the price point for this program across all models and reduce the complexity of managing different rates across promo programs.</p> <p>Standard Municipal Leasing Leasing APRs for the Standard Municipal Leasing Program have been lowered, and residuals have been increased to match the residuals on the Promo Municipal Leasing Program. These changes are designed to significantly reduce the price point for this program across all models and, when combined with the government discount, make price points more consistent with the Promo Leasing Program for most models. Please refer to RFB-2024-L03-R2 for complete details on these updates and refer to the applicable sales bulletins for incentive eligibility rules.</p>
<p>61</p>	<p>Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.</p>	<p>Kubota Dealers utilize our internal Integrated Kubota Quote (IKQ) or Build My Kubota (BMK) configurator for standard quotes to our Sourcewell customers. Each dealership salesperson has their individual access and login to this quote tool which provides the Dealer Name, Address, Salesperson's Name and Email address along with phone number for ease of identifying the quoting dealer and how to reach them directly for questions or confirmation of purchase. The individual dealer invoices and accepts purchase orders and payments directly from their individual customer's and handle the transaction from start of quote to final billing directly with the Sourcewell customer. Please see a sample of an attached Kubota integrated web quote.</p>

62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Kubota dealers may, at their discretion, accept the P-card procurement and payment process. Kubota encourages dealers to accept the P-card and encourages Sourcewell members to consult with their local supporting dealer for participation. Each dealership operates independently and therefore it's at the dealer discretion whether the finance charges assessed by the credit card (P-Card) transaction will be passed on to the customer or absorbed by the dealership. This fee should be a separate line item identified by the dealership and can range from 3 -5 percent in processing fees. The Sourcewell customer should confirm these fees if any with the participating dealership.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Kubota pricing structure will range from 22-24 percent discount off Published MSRP price for each series and product family in our proposed solution. These discounts can be found in the supporting pricing documentation submitted.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Kubota will offer a specific discount from our 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. The discount from published list price is as follows: Tractors B series - 22% BX series - 22% L series - 22% M series - 22% Turf F Series - 22%, GR Series - 22%, T Series - 22%, Z Series - 22% TLB series - B26, L47 & M62 - 22% Land Management Disc mowers - 22%, Rotary tedders - 22%, Rotary rakes - 22%, Spreaders - 22% We offer a 24% across the board for all Construction Equipment.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Kubota will offer it's best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Kubota Requests for open market "sourced" or non-standard items can be added to Sourcewell members quotes at their request in order to complete the purchase of a Kubota item. Acceptance of these quoted sourced/non-standard items will be at the discretion of each Sourcewell members and their dealer who will provide a separate line item below the configured Kubota pricing structure for each sourced "open market" item.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspections and freight will be shown on all Sourcewell member quotes to ensure complete costs of acquisition and complete transparency prior to Sourcewell member taking acquisition. These items will be clearly shown as line items on the customers web quote from Build My Kubota web quote form. All common accessories and attachments have a standard labor time associated with the installation of accessories. Dealer labor rates will vary due to regional economic differences (e.g. Seattle, WA and New York, NY labor rates are typically higher than Greenville, SC or Bowling Green, KY). 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 rate relative to \$110./hour. All charges will be turnkey solutions with no hidden costs and will be clearly identified on all Sourcewell members quotes prior to solution acquisition.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight charges will be shown on every Sourcewell member quote and based on prior to acquisition. Kubota's proposed solution includes many various models with great weight and size disparities (e.g. a Z242KW-48 Zero Turn Mower weights 900lbs, an M6-101DTC-F-1 Tractor weighs 11,387lbs). These units will be shipped from east coast, west coast, and central US warehouses to all 50 states, territories, Canada, and wherever Sourcewell members dealerships 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. This solution best addresses the logistical variances in supporting all Sourcewell members equally.	*

69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight pricing model for Alaska Hawaii, Canada, and all offshore deliveries will be to show all freight charges on Sourcewell member quotes prior to acquisition. Freight in Canada by Kubota Canada Ltd. will follow this process. Freight for Hawaii and Alaska will be provided by a freight forwarder and shown on all quotes prior to acquisition by our quoting dealer network.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	An innovative and 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 Sourcewell Members within our 1,100 plus location dealer network. This ultimately allows for a Sourcewell 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 our Sourcewell Members. Additionally, having a local, servicing dealer allows for specialization of products to meet local and unique Sourcewell member needs and requirements prior to delivery (e.g. dealers based in and familiar with local subzero winterization requirements).	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All of our Kubota dealers are authorized to become seller's off the Sourcewell contract by logging into their Sales portal with access to our contractual pricing agreement. Each Sourcewell member receives their equipment quotes directly from their local Kubota dealer. The quotation tool has all the necessary contract information embedded in the quote tool (discount %, eligible equipment, applicable contract #'s). 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 and accuracy. These multiple layers of self-audit and review process elevate accuracy and compliance. Kubota dealers are not paid for their sales using the Sourcewell program without submitting all of the required information to report accurately on the Sourcewell contract usage reports. This information is in turn downloaded to create our usage reports for the Sourcewell program. This series of overlapping auditing for pricing and reporting drives contract compliance.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Kubota tracks all Sourcewell transactions which are reported to our Division offices and are downloaded on a weekly basis. These sales are tracked by Kubota dealers, purchasing entity, type of equipment purchased, and transaction amount. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Kubota proposes paying a 1.5% administrative fee of the total sales generated from this contract less freight, assembly fees, and pre-delivery inspection fees for Kubota products only. Kubota has been a strategic partner of Sourcewell's for the past 14 years. The Sourcewell contracts Kubota holds have seen continued growth year over year and are very popular with our customers and frequently used by our 1,100 plus dealer network. The utilization of our Sourcewell contracts continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	The pricing offered on behalf of Kubota Tractor Corporation is a specified discount from the published list price for each series and product family in our proposed solution. The discount from MSRP can be found in the supporting pricing documentation. We offer the the best and last pricing for individual units without requiring Sourcewell members to buy in volume or apply for rebates after the sale.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
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<p>75</p>	<p>Provide a detailed description of all the Solutions offered, including used, offered in the proposal.</p>	<p>1. Products: Kubota USA offers a wide range of products, primarily focused on equipment for agriculture, construction, landscaping, and turf management.</p> <p>Including:</p> <ul style="list-style-type: none"> • Agricultural Equipment: Tractors (small to large), combines, hay tools, and other implements for farming and crop production. • Construction Equipment: Excavators, skid-steer loaders, wheel loaders, backhoes, and compact track loaders. • Lawn & Garden Equipment: Zero-turn mowers, riding mowers, and garden tractors. • Utility Vehicles: RTV (Rough Terrain Vehicles) for off-road work environments. • Attachments and Implements: Wide variety of attachments like loaders, backhoes, mowers, and snow blowers that are compatible with Kubota equipment. <p>2. Parts: KubotaUSA ensures that all parts and components are readily available for their equipment. This includes:</p> <ul style="list-style-type: none"> • Genuine Kubota Parts: Original equipment manufacturer (OEM) parts designed to maintain optimal performance and ensure the longevity of Kubota products. • Parts Availability: Extensive availability of parts across the network of dealers and online through Kubota's website. • Online Parts Catalog: Kubota provides an easy-to-navigate parts catalog to help customers find the right components quickly. <p>3. Service: KubotaUSA's service offering includes a network of authorized service centers and highly trained technicians. Key features include:</p> <ul style="list-style-type: none"> • Dealer Network: A nationwide network of Kubota dealers who are trained to provide repair, maintenance, and troubleshooting services. • Maintenance Packages: Kubota offers maintenance schedules and service packages to ensure that products are serviced on time and run smoothly. • Mobile Service: In some areas, Kubota offers mobile service for on-site repairs, minimizing downtime for customers. <p>4. Warranty: Kubota offers comprehensive warranty coverage for their products, which varies depending on the type of equipment. Key points to highlight include:</p> <ul style="list-style-type: none"> • Standard Warranty Coverage: Kubota typically provides a 2-year or 3-year limited warranty on most equipment, with extended warranty options available. • Powertrain Warranty: Some Kubota products offer a separate powertrain warranty for components like engines, transmissions, and drive systems. • Warranty Transferability: Kubota allows warranty coverage to be transferred if the equipment is sold, offering peace of mind for new owners. <p>5. Financing: KubotaUSA provides a range of financing options to help customers purchase equipment, including:</p> <ul style="list-style-type: none"> • Kubota Credit Corporation (KCC): A subsidiary of Kubota that offers flexible financing solutions tailored to both personal and business needs. • Leasing Options: Kubota offers leasing plans with flexible terms, including seasonal payments for agricultural customers. • Special Promotions: Kubota frequently runs promotional offers, such as low-interest rates or deferred payment plans, depending on the season and equipment type. <p>6. Customer Support: Kubota USA offers comprehensive customer support options to help customers with everything from product inquiries to troubleshooting.</p> <ul style="list-style-type: none"> • Online Support Center: A resource-rich website with FAQs, manuals, parts diagrams, and how-to guides for all Kubota products. • 24/7 Support: Some customer service is available outside of normal business hours to provide urgent assistance. • Training and Education: Kubota offers product training for dealers and customers, covering everything from safe operation to equipment maintenance. • Customer Service: A dedicated customer service hotline for troubleshooting, warranty issues, and general inquiries.
<p>76</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>1. Products - Land Pride Attachments: Land Pride offers a wide range of attachments that are compatible with Kubota tractors and other Kubota equipment. These products are designed to enhance the versatility and performance of Kubota machines across various applications, from agriculture to landscaping.</p> <p>Including:</p> <ul style="list-style-type: none"> • Mowers & Finish Mowers: <ul style="list-style-type: none"> o Finish Mowers: Land Pride's finish mowers provide a clean, precise cut for residential and commercial lawns. o Rough Cut Mowers: These mowers are ideal for clearing overgrown fields, pastures, and roadways. o Flail Mowers: Land Pride's flail mowers are designed for more challenging environments and are great for mowing thick vegetation and brush.

- Tillage Equipment:
 - o Disc Harrows: Land Pride offers disc harrows that provide high-efficiency soil cultivation and are easy to adjust for different soil conditions.
 - o Cultivators: Used for seedbed preparation, these tillers are available in various widths and configurations for Kubota tractors.
- Post-Hole Diggers:
 - o Land Pride post-hole diggers are designed to handle the toughest digging jobs and are ideal for fencing, landscaping, or planting applications.
- Snow Removal Equipment:
 - o Snow Blowers: High-performance snow blowers that are designed for heavy snow removal, particularly in agricultural or rural settings.
 - o Snow Pushers: Heavy-duty snow pushers designed for clearing snow from large surfaces quickly and efficiently.
- Landscape and Construction Attachments:
 - o Box Blades: Used for grading and leveling, these are essential for landscaping and roadwork projects.
 - o Rear Blades: A versatile tool for grading, backfilling, and snow removal.
 - o Skid Steer Attachments: A range of attachments like pallet forks, buckets, and grapples that fit Kubota skid steer loaders.
- Forks and Pallet Forks:
 - o Land Pride offers a variety of forks and pallet forks to help Kubota owners move materials, whether for farming, construction, or landscaping.
- Loaders & Loader Attachments:
 - o Loader buckets, forks, and grapple attachments are specifically designed to enhance Kubota's compact loaders and tractors.

2. Parts:
 Land Pride, like Kubota, emphasizes the importance of using high-quality, genuine parts for their attachments. Here's what to include:

- Genuine Land Pride Parts: Land Pride offers OEM parts to ensure the continued performance and longevity of their attachments.
- Parts Availability: These parts are available through Kubota dealers and Land Pride dealers across the country.
- Easy Access to Parts Catalog: Land Pride provides a detailed parts catalog that helps customers easily find replacement components for their attachments.

3. Service:
 Land Pride attachments are supported by a network of Kubota dealers, who can assist with installation, maintenance, and repairs.

- Dealer Network Support: Land Pride attachments are serviced by Kubota-authorized dealers, who are trained to maintain and repair both Kubota equipment and Land Pride attachments.
- Installation Services: Many Kubota dealers offer installation services for Land Pride attachments, ensuring they are properly fitted and ready for use.
- Maintenance and Repairs: Routine maintenance and repair services are available for Land Pride attachments, ensuring long-lasting performance.

4. Warranty:
 Land Pride attachments typically come with a 1-year limited warranty from the date of purchase, with some exceptions for specific attachments.

- Warranty Coverage: The warranty typically covers defects in material and workmanship under normal use and service.
- Transferability: Like Kubota's equipment warranties, Land Pride's warranty may be transferable when the equipment is sold, adding value for used equipment buyers.
- Extended Warranty: Some Kubota dealers offer extended warranty options for Land Pride attachments.

5. Financing:
 Kubota offers financing options for Land Pride attachments through Kubota Credit Corporation (KCC), similar to financing for Kubota equipment.

- Flexible Payment Plans: KCC provides financing solutions with flexible payment options to fit a customer's budget.
- Promotional Financing: Kubota and KCC frequently offer seasonal promotional financing, such as low-interest rates or deferred payments, to help customers purchase Land Pride attachments.
- Leasing Options: Leasing may also be available for Land Pride attachments, offering flexibility for businesses or customers with changing needs.

6. Customer Support:
 Kubota provides robust customer support for both Kubota equipment and Land Pride attachments, ensuring that customers have access to the help they need.

- Online Resources: Customers can access parts catalogs, service manuals, and troubleshooting guides for Land Pride attachments on the Kubota and Land Pride websites.
- Dealer Support: Kubota dealers provide direct customer support for issues related to both Kubota equipment and Land Pride attachments.
- Technical Assistance: Technical support is available for installation, maintenance, and troubleshooting of Land Pride attachments, either through the dealer network or Kubota's customer service.

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>1. Mowers & Lawn Equipment</p> <ul style="list-style-type: none"> • Zero-Turn Mowers: Kubota's zero-turn mowers come in both commercial and residential models. The Z700 Series is built for professional landscapers with high horsepower and large cutting decks, while the Z200 Series caters to residential use with user-friendly controls and powerful performance for larger lawns. • Stand-On Mowers: The SZ Series of stand-on mowers is designed for maneuverability and efficiency in tight spaces. These mowers offer excellent visibility and quick controls, perfect for landscapers working on residential properties. • Walk-Behind Mowers: The W Series includes commercial-grade walk-behind mowers. They're compact and designed for precision cutting in smaller or complex landscape areas, such as around flower beds or obstacles. • Compact Mowers: The T Series lawn tractors are designed for homeowners with small- to medium-sized lawns, featuring easy-to-use controls, comfortable seating, and smooth operation. • Grass-Cutting Attachments: In addition to their mower lineup, Kubota offers various grass-cutting attachments and accessories, including mulching kits, bagging systems, and striping kits, to enhance cutting performance and versatility. <p>2. Hay and Farm Implements</p> <ul style="list-style-type: none"> • Hay Balers: Kubota's balers, such as the BV4160 and BV4180 series, are designed for high-density baling with features like low horsepower requirements and simplified controls, making them suitable for small to mid-sized farms. • Disc Mowers: The DM Series disc mowers are designed to work efficiently in a variety of crop types. These mowers are built for low maintenance and high-speed cutting, helping operators cover more ground quickly. • Tedders and Rakes: The TE Series tedders spread and aerate hay to promote drying, while the RA Series rotary rakes gather the hay into windrows, ensuring it's ready for efficient baling. • Wrappers: Kubota offers wrappers like the WR1100, which wrap bales in protective film to maintain hay quality during storage. • Spreaders and Seeders: Kubota's VS Series spreaders provide even distribution of fertilizer or seed over large fields, while their seeders ensure precision and control, improving crop yield. • Cultivators and Plows: Kubota

offers a range of tillage equipment, such as plows and cultivators, to prepare fields for planting by aerating the soil, reducing compaction, and supporting root growth.

3. Utility Vehicles (UTVs)

- RTV-X Series: Known for rugged durability, the RTV-X Series includes models like the RTV-X1140, which can be converted from a 2-passenger to a 4-passenger configuration. It features a robust suspension system, high ground clearance, and an integrated cargo bed, making it ideal for heavy-duty off-road applications.
- RTV500: The RTV500 is compact and fuel-efficient, equipped with a liquid-cooled EFI engine and an independent suspension system. It's a great fit for light-duty tasks around farms, parks, and properties with tight spaces.
- RTV900 Series: This series, featuring the RTV900XT, is a powerful workhorse with a diesel engine, high torque, and excellent hauling capabilities, designed for transporting tools, supplies, or workers over rough terrain.
- Specialty Models (RTV-XG850 Sidekick): This model provides a high-speed option with a 48-horsepower gasoline engine, perfect for users who need speed and efficiency for larger properties or event management.
- Attachments for UTVs: Kubota offers a variety of utility vehicle attachments, such as snowblades, winches, and cargo racks, allowing operators to customize their UTVs for various tasks and conditions.

4. Lawn, Field, and Turf Care

- Zero-Turn Mowers: Kubota's Z-Series zero-turn mowers offer options for both commercial and residential turf care, with models capable of covering large fields efficiently. The mowers provide precise cutting, high horsepower, and are suitable for large estates, parks, and sports fields.
- Stand-On and Walk-Behind Mowers: The SZ Series (stand-on) and W Series (walk-behind) mowers provide flexibility and maneuverability, ideal for smaller or more intricate turf areas like residential lawns, commercial properties, and tight spaces on landscapes.
- Tractors with Turf Tires: Kubota's compact and sub-compact tractors can be equipped with turf tires to minimize ground impact, allowing them to work on golf courses and delicate lawns without damaging the turf.

5. Golf Course Maintenance

- Precision Mowers: Kubota's range of mowers, especially the zero-turn models, can provide the close, consistent cut required for golf course fairways, greens, and roughs.
- Utility Vehicles (UTVs): The RTV series UTVs, with their low impact on turf and utility bed options, are ideal for transporting tools and materials around golf courses efficiently.

- Compact Tractors and Attachments: These tractors can handle a variety of golf course maintenance tasks, from seeding and aeration to topdressing. Kubota's compact tractors are equipped to manage tight fairway turns and maintain precise control, essential for golf course upkeep.

6. Landscape and Garden Maintenance

- Multi-Use Tractors and Attachments: Kubota's BX and B Series compact tractors support a wide array of attachments such as loaders, backhoes, and tillers. These are versatile tools for landscapers working on tasks like planting, mulching, or grading.

- Tillers and Cultivators: Kubota offers tillers and cultivators that help in soil preparation for gardens, flower beds, and landscaping projects.

- Front-Mounted Blades and Loaders: Attachments like front-mounted blades, loaders, and grapples allow for efficient clearing and shaping of landscapes.

7. Sidewalk, Walking Path, and Parking Lot Maintenance

- Compact Tractors and Attachments for Path Maintenance: Compact and sub-compact tractors are perfect for maintaining sidewalks and walking paths. They can handle a variety of attachments, such as brushes, blowers, and sweeper attachments, which are effective in keeping paths clear.

- Sweepers and Brooms: Kubota offers sweeper and rotary broom attachments that are ideal for cleaning up sidewalks, parking lots, and walking paths, removing debris, leaves, and dirt.

- RTV Series Utility Vehicles: These UTVs are perfect for transporting maintenance tools across paths and lots while minimizing the impact on pathways. They also offer snow removal options, making them versatile for year-round maintenance.

8. Snow Removal Equipment

- Snowblowers and Snow Blades: Kubota offers snowblowers and snow blade attachments for both tractors and UTVs, suitable for sidewalks, driveways, parking lots, and larger open areas.

- Utility Vehicles with Snow Attachments: Kubota's RTV-X Series utility vehicles can be equipped with snowblades and spreaders, providing an efficient snow removal solution for tight areas such as sidewalks and parking lots.

- Compact Tractors with Front-Mounted Blades: Kubota's compact tractors can also be fitted with front-mounted snow blades or snow blowers, allowing operators to clear snow in more confined areas such as paths and lots.

78	Irrigation and aeration equipment, systems, parts, and installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While Kubota itself doesn't offer standalone irrigation and aeration systems, their equipment supports these applications effectively when combined with compatible attachments and third-party systems. If you're considering a specific type of irrigation or aeration solution, local Kubota dealers can often provide recommendations for compatible attachments and equipment to meet these needs.</p> <p>1. Aeration</p> <ul style="list-style-type: none"> Compatible Aerator Attachments: Kubota's compact and sub-compact tractors (such as the BX and B Series) can be fitted with aerator attachments from third-party manufacturers. These attachments work well for golf courses, sports fields, and landscapes that require regular aeration to maintain soil health. Pull-Behind Aerators for Tractors: Many users add pull-behind aerators to Kubota tractors. This setup enables efficient aeration for large turf areas, golf courses, and other fields, providing deep soil penetration for optimal water and nutrient absorption. Compact Tractors for Golf and Lawn Aeration: Kubota's smaller tractors with turf tires help prevent turf damage, making them suitable for delicate aeration work on golf courses and lawns. <p>2. Irrigation Systems and Parts</p> <ul style="list-style-type: none"> Irrigation-Related Attachments and Implements: While Kubota does not manufacture irrigation systems, their tractors and utility vehicles can transport irrigation parts and systems for installation and repair projects. Compact and sub-compact models work well for maneuvering in tighter spaces often found in landscaping and golf course maintenance. Utility Vehicles for Irrigation Maintenance: Kubota's RTV utility vehicles can assist maintenance teams by transporting irrigation equipment and supplies across expansive properties like golf courses, farms, and parks. <p>3. Installation and Support Capabilities</p> <ul style="list-style-type: none"> Use of Kubota Tractors in Installation: Kubota tractors are useful for preparing the ground for irrigation installation by grading, trenching, or digging as needed. They can be paired with third-party trenching and digging attachments for efficient setup of irrigation lines. Dealer Network for Support: Kubota's extensive dealer network provides guidance and support, often working with landscape and agricultural professionals who can suggest compatible aeration and irrigation equipment from partner brands.
79	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Although Kubota doesn't directly manufacture beach and waterfront maintenance equipment, their tractors, UTVs, and attachments can support a range of tasks commonly associated with waterfront care when paired with</p>

the appropriate third-party accessories. For specific beach grooming and waterfront solutions, it's often helpful to consult with a Kubota dealer who may have local recommendations for compatible tools and attachments.

1. Sand Grooming and Beach Cleaning

- Compact and Sub-Compact Tractors with Compatible Attachments: Kubota's BX and B Series tractors can be paired with third-party beach grooming attachments, like sand rakes and groomers, to help clean and level sandy areas on beaches.

- Box Blades and Land Planes: These attachments are available for Kubota tractors and can assist in leveling sand and smoothing surfaces on beachfront areas, though they aren't specifically beach groomers.

2. Waterfront Vegetation Control

- Mowers and Brush Cutters: For areas near water that require vegetation control, Kubota's zero-turn mowers or compact tractors with brush cutters can manage grassy, brushy areas near the shore.

- Tractors with Flail Mowers: Kubota tractors with flail mower attachments can clear heavy vegetation around waterfronts or in hard-to-reach spots along riverbanks or lakeshores.

3. Erosion Control and Shoreline Maintenance

- Utility Tractors for Erosion Prevention: Kubota's larger tractors, such as the L or M Series, can assist with shoreline maintenance by carrying and positioning materials like rocks, sandbags, or erosion control blankets.

- Front Loaders and Backhoes: Kubota's compact and utility tractors can be equipped with front loaders or backhoes to transport, dig, and position materials along shorelines for erosion prevention projects.

4. Debris Removal and Transport

- RTV Utility Vehicles for Shoreline Clean-Up: Kubota's RTV Series utility vehicles can be fitted with cargo beds to help transport trash, driftwood, and other debris from waterfronts to disposal areas. The RTVs' off-road capability makes them suitable for traversing sandy or uneven terrain near shorelines.

- Fork Attachments for Large Debris: Front forks on Kubota tractors allow for the transport of larger objects or debris that may wash up on shore.

5. Dredging and Silt Removal

- While Kubota does not produce dredging equipment, their tractors and RTVs can be used to transport silt or dredged material away from the waterfront area after it has been removed by specialized equipment.

*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell Discount Structure.pdf - Tuesday November 19, 2024 14:09:43
 - [Financial Strength and Stability](#) - KBT 2nd Quarter Financials.pdf - Wednesday November 13, 2024 08:21:04
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - RTVX1140WLHS WEB QUOTE #2828724.pdf - Tuesday November 19, 2024 15:09:00
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sourcewell Additional Documents.zip - Monday November 25, 2024 12:20:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Adams, Senior Manager National Account Sales, Kubota Tractor Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	<input checked="" type="checkbox"/>	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	<input checked="" type="checkbox"/>	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	<input checked="" type="checkbox"/>	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	<input checked="" type="checkbox"/>	2