

**PERFORMANCE TRUCK - BAYTOWN**

1701 I-10 East, Baytown, Texas 77521

Phone: (713) 353-7747

**BUYER'S ORDER**

Date Prepared: 10-19-2021	Delivery Date: 08-15-2022	Salesman: Nick Baudains	Branch: Baytown
Purchaser: Fort Bend County	Telephone: 281-342-6185 Fax:		
Mailing Address: 201 Payne Lane	City: Richmond	State: TX	Zip: 77469
Physical Address: 201 Payne Lane	City: Richmond	State: TX	Zip: 77469
Description: NEW 2022 KENWORTH T280	Email Address: _____		
Mileage:	Color: L0006 White	NOTE: Sales tax and license fee may apply but are not included in this quote.	
VIN: TO ORDER	Comments: See attached vehicle summary, quote ID # QUO-800041-M3V9F9		
#N/A	License Type: Commercial	Account # 2813426185	

**LICENSE - TITLE INFORMATION**

Months: 12	Tractor:	Truck: X	Trailer:	Body Type: VAN	Color: WHI	Tons:	GCW: 33000
Apportioned:	IMC #	Combination:	Com'l: X	Token Trailer:	Gas:	Diesel: X	

**INSURANCE INFORMATION**

AGENCY:

NAME: PHONE:

**LIEN INFORMATION**

NAME: LIEN DATE:

ADDRESS: PHONE:

CITY, STATE, ZIP:

COMMENTS:

AMOUNT: NAME:

**ADDITIONAL INFORMATION**

This quote is for 1 units for ASAP build, FOB Baytown

Pricing is good through 12/5/21

BuyBoard Contract 601-19

Price includes 26' Morgan Van Body with lift gate

Price and delivery subject to change pending surcharges and parts availability

Truck is EPA Compliant, Texas registry

SELLING PRICE\*

118,335.00

ACCESSORIES

-

CASH PRICE W/ACCESS.

118,335.00

TRADE IN ALLOWANCE

-

NET CASH DIFFERENCE

118,335.00

FEDERAL RETAIL EXCISE TAX

-

NET PRICE

118,335.00

STATE SALES TAX

-

LICENSE MO. &amp; FEE

-

TITLE FEE (INCLUDES \$5 TAG FEE)

38.00

COMMERCIAL INSPECTION FEE

40.00

DEALER'S INVENTORY TAX

292.88

DOCUMENTARY FEE\*\*

75.00

EXTENDED WARRANTY

-

SUBTOTAL

118,780.88

BALANCE OWED ON TRADE

-

SUBTOTAL

118,780.88

PREPAYMENT

-

BALANCE DUE UPON DELIVERY

118,780.88

**DISCLAIMER OF WARRANTY**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**\* PRICE IS SUBJECT TO INDUSTRY AND ENVIRONMENTAL COST IMPACTS BEYOND THE CONTROL OF PERFORMANCE TRUCK**

\*\* A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

*Vehicle(s) are subject to prior sale and will not be held more than five working days.*

PURCHASER \_\_\_\_\_

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_



1701 I-10 East  
Baytown TX 77521  
Phone: 713-353-7747  
Fax: 281-426-7744



December 23, 2021

Mr. Alan Spears  
Fort Bend County  
201 Payne Lane  
Richmond, TX 77469

Subject: Order for one new T280 Box Truck

Dear Alan:

This is to confirm our mutual understanding regarding your order for one new Kenworth T280 Box Truck as described in (a) the attached buyer's order totaling \$118,780.88 per unit and (b) the attached vehicle summary, quote QUO-800041-M3V9F9.

Performance Truck accepts your order and agrees to place it for production with the Kenworth factory upon your acceptance of this letter as evidenced by your signature below.

**Estimated Delivery Timing**

Considering the order backlog at the factory and your request for delivery, the units should be available for delivery by the end of June 2022 depending on the body upfitter's turnaround time. This timing and pricing is subject to change due to conditions beyond the control of Performance Truck but we will make every effort to have them completed at the earliest date possible.

**Non-Cancelable**

Once the factory receives and accepts your order it cannot be canceled.

**Payment Terms**

Payment in full will be due upon delivery to you. Interest charges at the rate of \$25 per unit, per day will begin to accrue on the fifth day after you are notified that the units are ready for delivery. The charges will continue to accrue until a finance contract for the transaction is executed or full cash payment is made. Accumulated interest charges will be added to your final vehicle invoice.

**Deposit Waived**

In lieu of its standard security deposit requirement, Performance Truck hereby agrees to accept your signature below, on the attached buyer's order and on the attached vehicle summary as your contractual agreement to purchase the vehicles as described therein and in this agreement letter.

The terms of this acceptance letter are hereby incorporated into and made a part of the attached buyer's order agreement.

Your business is important to us and we genuinely appreciate your continued faith in us. We look forward to our ongoing partnership with you in support of your trucking-related needs.

Sincerely,

Nick Baudains  
Sales Representative

**ACKNOWLEDGED AND ACCEPTED:**

  
County Judge KP George

1/4/22

KP George, County Judge Date

## Code of Federal Regulations

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### Title 2 - Grants and Agreements

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Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. -

Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

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#### Pt. 200, App. II

#### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each 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.

(E) 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 CFR Part 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) 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 (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Cleveland Mack Sales, Inc. dba Performance Truck  
Cleveland , TX United States

**Certificate Number:**  
2021-835457

**Date Filed:**  
12/28/2021

**Date Acknowledged:**  
01/04/2022

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

QUO-800041-M3V9F9  
Purchase of T-380 Box Truck

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yeager, Dayne	Cleveland , TX United States	X	
	Martin, Skip	Cleveland, TX United States	X	
	Sweeten, Robert	Cleveleand, TX United States	X	

**5 Check only if there is NO Interested Party.**

☐**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)