



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

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Attorney/Client Privileged Document

REVIEW FORM

On January 9, 2025, the County Attorney's Office reviewed the following:

Frazer Ltd.'s Quote, dated January 7, 2025, in the amount of \$69,345.00 and Sole Source Letter (Contract #25-EMS-100388).

Comments: Approved as to legal form provided that the Purchase Order contains the following:

1. **Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:**
 - A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade

association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

2. **Human Trafficking.** BY ACCEPTANCE OF PURCHASE ORDER, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
3. **Applicable Law; Arbitration; Attorney Fees.** By acceptance of Purchase Order, Contractor agrees and understands that: (1) the laws of the State of Texas govern all disputes arising out of or relating to this Purchase Order; (2) venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Purchase Order and Contractor waives the right to sue or be sued elsewhere; (3) nothing in the Purchase Order shall be construed to waive Fort Bend County’s sovereign immunity; (4) Fort Bend County does not agree to submit disputes arising out of the Purchase Order to binding arbitration and any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted; (5) Fort Bend County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with this Purchase Order.
4. **Payment; Taxes; Interest.** By acceptance of Purchase Order, Contractor agrees and understands: (1) payment shall be made by Fort Bend County within thirty (30) days of receipt of invoice; (2) Fort Bend County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes; and a copy of a tax-exempt certificate will be furnished upon request; and (3) interest resulting from late payments by Fort Bend County shall be governed by Chapter 2251 of the Texas Government Code.
5. **Non-Renewal.** By acceptance of Purchase Order, Contractor agrees and understands that no services or products procured under this Purchase Order will automatically renew.
6. **Indemnity.** By acceptance of Purchase Order, Contractor agrees that under the Constitution and laws of the State of Texas, Fort Bend County cannot enter into an agreement whereby Fort Bend County agrees to indemnify or hold harmless another party; therefore, all references of any kind to Fort Bend County defending, indemnifying, holding or saving harmless Contractor or any other party for any reason are hereby deleted.



Bert Jones
VP of Service
01/16/2025



Andrew Wipke
Assistant County Attorney

Customer Quote



1/7/2025 10:08:32 AM

Estimate No: S000007068
Quote Date: 1/7/2025
Expiration Date: 2/21/2025
Salesperson:
Payment Terms: Net 30

Invoice To: 10365
 Emily Kurtz
 Fort Bend County EMS
 Fort Bend County Auditor
 301 Jackson Street
 Richmond TX 77469
 US

Deliver To:
 Emily Kurtz
 Daniel Weaver
 Fort Bend County EMS
 4332 HWY 36
 Rosenberg TX 77471
 US

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	TM-100-12-XZ-HD Bracket-Pro Serie 25-X-HD Top Section	20.00	EA	\$	575.00	\$	11,500.00
2	TM-100-20-UN Surface Base-STANDARD SIZE	20.00	EA	\$	835.00	\$	16,700.00
3	TM-400-20-UN Arm-Safety Arm System, Right Side	20.00	EA	\$	995.00	\$	19,900.00
4	TM-500-10-PFXT-RHS Clamp Block-Safety Arm, Stryker, Right	14.00	EA	\$	1,025.00	\$	14,350.00
5	TM-570-00-PRO2 Clamp Block-Safety Arm, Stryker, Right	6.00	EA	\$	1,095.00	\$	6,570.00
6	FREIGHT CHARGE	1.00	EA	\$	325.00	\$	325.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



1/7/2025 10:08:32 AM

Estimate No: S000007068
Quote Date: 1/7/2025
Expiration Date: 2/21/2025
Salesperson:
Payment Terms: Net 30

No.	Item	Qty	U/M:		Unit Price		Net Amount
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Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount: 69,345.00
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 69,345.00

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