

Requisition

Req # 00160446

PO #

Date: 08/12/09

Bill To: x
x

Vendor: 258598
THE PRODUCTIVITY CENTER, INC.
5600 NORTHWEST CENTRAL DR, STE 200
HOUSTON TX 77092

Ship To: CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: RCAVAZOS
956-205-7031

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	<p>REQUESTING A PO FOR COMPUTER SERVICES TO BE UTILIZED BY CONSTABLE PRECINCT 3. DO NOT DUPLICATE ORDER</p> <p>SEPTEMBER 2009 TO SEPTEMBER 2010 TCLEDDS ALONG WITH 1 STATE WIDE USER LICENSE AGREEMENT</p> <p>Account No 9-1100-421-00-293-001-0-336</p> <p>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233</p> <p><i>c.c. 422109</i></p> <p><i>NO quotes obtained as per existing software</i></p>	<p>295.00</p> <p>Encumbrance</p> <p>295.00</p> <p>Freight .00</p> <p>Total 295.00</p>	<p>295.00</p>

Criminal Bureau deck. for the Lindorse

Authorized By: _____



INSTRUCTION SHEET

Agency/Department

Key

*160946
obs 336*

Please read and complete steps 1-6 carefully:

1. Review Welcome Letter
2. Confirm information on **Application / License Agreement (Form A)**, to be signed by your TCLEDDS Administrator.
3. Read and sign **Non-Disclosure (Form B)**, to be signed by your TCLEDDS Administrator.
4. Each user needs to read **Non-Disclosure (Form B)**, and sign **User Verification (Form C)**. Your TCLEDDS Administrator will verify all persons listed on Form C.
5. Complete **Invoice/Purchase Order Form (Form D)**, to be signed by Accounting. (Includes Texas vender catalog information.)
6. Fax or mail all information to Productivity Center, Inc.

Please note Contact Numbers and email addresses:

Productivity Center, Inc.	Telephone #:	(713)939-9777 (800)975-0599
	Fax #:	(713)939-9099
	Email address:	tcledds@prodctr.com

Texas Commission on Law Enforcement	Telephone #:	(512)936-7700
	Fax #:	(512)936-7766

ADDITIONAL INFORMATION : Minimum Hardware/Software Requirements for TCLEDDS Web User

CPU:	Pentium class or better
RAM:	32 MB or better
Comm:	Internet access required
Storage:	N/A
Monitor:	14" VGA Color Monitor
Operating System:	Windows 95/98/NT

*Faster Modem will increase response time of the TCLEDDS system.



Form A

APPLICATION / LICENSE AGREEMENT

Agency/Department

A License Agreement is required for all Agencies/Academies using the TCLEDDS system. The term is for one year. This license covers the databases as follows:

1. **Statewide Information** - One user ID per agency
(This allows access to all officer information within their department and the ability to search for all officer's information in the state of Texas.)
2. **Department Information**
(This Access shows all of the officer information for that department. You can also submit L1's, F5's, and rosters, when applicable.)

CONTACT PERSON:

Lazaro Gallardo, Jr.

AGENCY NAME:

HIDALGO CO. CONST. PCT. 3

ADDRESS:

730 N. Brengle Rd. St. B Mission TX 7857a

PHONE NUMBER:

(956) 581-6800

FAX NUMBER:

(956) 519-4245

EMAIL ADDRESS:

Larry.gallardo@co.hidalgo.tx.us

IF DIFFERENT FROM ABOVE:

NAME OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

PHONE NUMBER:

FAX NUMBER:

E-MAIL ADDRESS:

INTERNET ADDRESS:

ACKNOWLEDGEMENT

I understand and agree that TCLEDDS is a protected, copyrighted, trademarked software product developed by Productivity Center, Inc. (PC, Inc.). The TCLEDDS system is to be used by only individuals in agencies approved by The Commission on Law Enforcement to track the training, testing, certifications, and history of individuals and/or departments involved with Law Enforcement. I also understand and agree that this TCLEDDS License and the 'right to use' is provided to me only through this License Agreement as a result of a annual license purchase. I will not use this system for purposes other than intended by the Texas Commission on Law Enforcement. I agree that all the information provided here is true and accurate.

SIGNATURE OF PERSON RESPONSIBLE FOR DISTRIBUTING TCLEDDS LICENSES:

Lazaro Gallardo Jr.

Date:

09-14-09

All information obtained from this page will be used to effectively identify your agency and verify your request to obtain access to the TCLEDDS program. All applications are subject to review and approval by The Texas Commission on Law Enforcement. You will be notified once PCI receives all paperwork, filled out correctly.

Productivity Center, Inc. • 10850 Richmond Ave., Suite 285 • Houston, TX 77042
(Voice) 800-975-0599 • (Fax) 713-939-9099 • (Email) sgreen@prodctr.com • www.prodctr.com

7. **Return of Property.** Upon termination of my access to the TCLEDDS System for any reason, Productivity Center, Inc. shall have the right immediately to obtain access to and possession of all its properties, including but not limited to, current copies of all programs and necessary documentation, all files, intermediate materials, and supplies held by me.
8. **Breach.** I understand that any breach of the computer non-disclosure and security restrictions contained herein may result in immediate termination of access to the TCLEDDS System. Further, because any such breach will cause irreparable harm to The Commission and will cause damages that are incapable of calculation, difficult to ascertain with any certainty, and unknown at this time, I agree that any such breach or threatened breach will subject me to the following (in addition to any and all other legal remedies to which The Commission may be entitled):
 - a) **Injunction.** The obtaining by The Commission of an injunction restraining me from breaching this agreement, which I agree may be obtained without showing or proving any actual damage sustained by The Commission; and/or
 - b) **Criminal.** Prosecution for violation of law under "Breach of Computer Security" or "Harmful Access" as defined in V.T.C.A. **Texas Penal Code**, Chapter 33, Sections 33.02 and 33.03.
1. **Monitoring.** I understand that all access, logons, and entries on the TCLEDDS System are subject to review by the Texas Commission on Law Enforcement and Productivity Center, Inc. and that Productivity Center, Inc. will periodically and randomly monitor any such entries, including E-mail, to assure compliance with the provisions hereof. I understand that if my site uses a server to distribute TCLEDDS to its users, my site will be expected to provide and/or make available complete reports of log-in and log-on names of all TCLEDDS users at my site or for my units.
2. **Miscellaneous.**
 - a) **Severability.** Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
 - b) **Law of Texas.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the County of Travis.
 - c) **Amendment.** No changes to this AGREEMENT shall be made except upon written agreement of both parties.
 - d) **Headings.** The heading used therein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation hereof.
 - e) **Waiver.** No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of an other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
 - f) **Counterparts.** This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

I have read and understood the above information. I will comply with all policies, standards, and procedures adopted to safeguard information and associated resources. Further, if I become aware of violations of any of these policies, standards, or procedures, I will report them to my supervisor and the Texas Commission on Law Enforcement Network Manager.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date first above written.

Signature of TCLEDDS Administrator: *Hazaro Bullantof*

Date: 09-14-09



Form C
USER VERIFICATION

Agency Name: **HIDALGO CO. CONST. PCT. 3**
Authorized Administrator,

You will receive 1 (one) Statewide user ID and 2 Department user ID. Additional user ID packs are available (for fees noted on Invoice/Purchase page). Each user must have a signature on file in order to receive a user ID to access the TCLEDDS system

Statewide User ID

The Statewide user ID allows access to all officer information within their department and the ability to search for all officers and their location in the state of Texas. By signing, he/she is stating that he/she has read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Statewide Authorization Name	Signature	Last 4 SSN	DOB
1. Lazaro Gallardo, Jr.	<i>Lazaro Gallardo, Jr.</i>	2231	6/20/63

Department User ID

This Access shows all of the officer information for that department, the ability to send L1's, F5's, and rosters, when applicable. By signing, each officer is stating that they have read and agree to the terms and conditions stated in the **Non-Disclosure Agreement (Form B)**.

Name (Print)	Signature	Last 4 SSN	DOB
1. Horaldo Sanchez	<i>Horaldo Sanchez</i>	9939	02-03-1969
2. Eldon Lee Dunn	<i>Eldon Lee Dunn</i>	9316	05-28-1967
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			



INVOICE/PURCHASE ORDER INFORMATION

AGENCY/DEPARTMENT

Agency Name: HIDALGO CO. CONST. PCT. 3

BEFORE ACCESS TO THE TCLEDDDS SYSTEM IS ACTIVATED, ALL INFORMATION SHOULD BE COMPLETED AND RETURNED TO PRODUCTIVITY CENTER, INC.

VENDOR NAME: Productivity Center, Inc.

VENDOR ADDRESS: 10850 Richmond Ave., Suite 285, Houston, Texas 77042

QISV CATALOG ID: VID #: 1-76-039-5455-700 **VENDOR ID:** 1760395455700

VENDOR NUMBER: 64016 **DESIGNATION CODE:** WO

TEXAS VENDOR CATALOG PAGE NUMBER FOR TCLEDDDS SOFTWARE LICENSE: Page 19

Billing Information:

Contact Name Hidalgo County Constable Precinct 3
Address 730 N. Breyfogle Rd. Ste B Mission TX 78572
Telephone # 956-581-6800 E-Mail Address _____
Fax # 956-519-4245

Commodity Class #	<u>920-47</u>	Category	<u>C</u>	# of User ID's	<u>3</u>	Price:	<u>\$295.00</u>
Additional User ID Packs:							
Commodity Class #	<u>920-47</u>	# of Addl. User ID's	<u>(see pricing below)</u>			Price:	_____
Additional License Fees							TOTAL BILLING AMOUNT: _____
1-5 User ID's	\$35 each						
Training Provider	\$120.00						
Statewide User ID	\$60 each						

*Fee is dependent upon category size established by TCLEOSE for your entity (agency, academy, etc.)

FORM OF PAYMENT:

Check/Money Order

Credit Card Please circle: Master Card / Visa / Amex Card Number _____ Exp. Date: _____

Name as it appears on Credit Card: _____

C.C. Billing Address _____ City _____ State _____ Zip _____

Signature of Cardholder: _____

Purchase Order

P.O. Number: _____ (Attach Copy)

Tax Exempt (Check if appropriate)

Tax Exempt Number: _____