



CITY OF HOUSTON INVITATION TO BID

Issued: October 30, 2009

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, November 19, 2009**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS
FOR
VARIOUS DEPARTMENTS
BID INVITATION NO. S36-S23310
NIGP CODE: 615-82**

Buyer

Valerie Player-Kaufman is the Buyer for this solicitation and she may be reached at 832-393-8749. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at valerie.player-kaufman@cityofhouston.net.

Electronic Bidding

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, Houston, Texas 77002 **at 1:30 p.m., Tuesday, November 10, 2009, Conference Room 1.**

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this bidding document arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov>. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the City Purchasing Agent, 901 Bagby, Basement, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph B (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

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SECTION A.



BARCODED TRAFFIC, NON-TRAFFIC, AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS BID INVITATION NO. S36-S23310 NIGP CODE: 615-82

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver barcoded, traffic, non-traffic, and parking citations, **FOB destination point as listed on the electronic bid form and on the individual Purchase Orders**, in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after the bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A TWENTY-FOUR (24) MONTH AWARD WITH THREE ONE (1) YEAR OPTIONAL EXTENSIONS

FIRM PRICES ARE TO BE QUOTED FOR THE FIRST TWELVE (12) MONTH PERIOD

SPECIAL BIDDERS NOTE:

These bid documents are to be bid exactly as published or amended by any letter(s) of clarification that may be issued pertaining thereto.

LINE ITEM BIDS:

Only one item may be bid for each referenced line item. To bid the referenced line item and an alternate, bidder must submit a separate bid form for each alternate item(s) with its own original signature page. Multiple bids for the same line item on one bid form will be just cause to reject a bid from further consideration.

SECTION A. OFFICIAL BID FORM FOR BARCODED TRAFFIC, NON-TRAFFIC, AND PARKING CITATIONS FOR DEPARTMENT, CONTINUED:

Documents/forms must be downloaded from the City's Website <https://houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this Bid:

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Bidders Attachments Supply
Location of Bidders Inventory

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

Table 2
MWBE
Sample_Insurance_Over_\$50000
Formal_Instructions_for_Bid_Terms
EEOC

SECTION B.

CITY OF HOUSTON TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC, AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS

1.0 GENERAL WORK SCOPE:

The purpose of this section is to establish the specifications under which the City of Houston may request the Supplier to provide the printing, delivery and storing of barcoded traffic, non-traffic, and parking citations as specified by the City departments. The traffic citation books shall consist of two sections 1) traffic citations in the front section and 2) information packet in the back section. They shall be separated by a twenty (20) pound blue colored divider. Non-traffic citation books shall consist of citations only. Information packets for non-traffic citations shall be in a separate book. The revision date shall be reflected on the bottom left of all pages of traffic, non-traffic, parking citations, information packets, flyleaf, and wraparound covers. The awarded supplier must provide a mock-up of the barcode for scan test purposes for approval by City departments prior to production of any citations. Note: Citations shall be developed to meet Optical Character Recognition (OCR) standards.

2.0 TRAFFIC CITATIONS WITH BARCODING:

2.1 PRODUCT DESCRIPTION:

- 2.1.1 Supplier will print two (2) pages (white and pink copy), front and back per citation, and one (1) information packet per citation.
- 2.1.2 Ink colors shall be black (PMS color 6 2x), red (PMS color 18054), and yellow (PMS color 1004).
- 2.1.3 All numbering will be done serially in either red or black-colored ink based on per each page requirements.
- 2.1.4 All traffic citations shall have numbering on white and pink front sides. Ticket number shall also be barcoded on white and pink copy per ticket layout design.
- 2.1.5 All numbering for traffic citations shall begin with the numeric character one (1).

2.2 PAGE 1 TOP PAGE ISSUED TO OFFICE/COURT, SECTION ONE OF BOOK:

- 2.2.1 Page shall be printed on 20-pound carbon-backed (CB) white paper.
- 2.2.2 Page size shall be 9" wide x 5.5" long.
- 2.2.3 Two vertical perforations shall be 0.5" and 1" from the left side of citation.
- 2.2.4 White paper shall be printed on both sides with red and/or black ink.
- 2.2.5 Ticket number shall be printed and barcoded on front side of page per ticket layout design.
- 2.2.6 Words "COURT COPY" shall be printed on front top of page.

2.3 PAGE 2 ISSUED TO CITIZEN, SECTION ONE OF BOOK:

- 2.3.1 Page shall be printed on 17-pound carbon front (CF) pink paper.
- 2.3.2 Page size shall be 9" wide x 5.5" long.
- 2.3.3 Two vertical perforations shall be 0.5" and 1" from the left side of citation.
- 2.3.4 Pink paper shall be printed on both sides with red and/or black ink.
- 2.3.5 Ticket number shall be printed and barcoded on front side of page per ticket layout design.
- 2.3.6 Words "CITIZEN COPY" shall be printed on front top of page

2.4 INSTRUCTION PAGE (INFORMATION PACKET - SECTION TWO OF BOOK)

- 2.4.1 Page shall be printed on 20-pound white paper.
- 2.4.2 Page size shall be 9" wide x 5.5" long.
- 2.4.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 2.5.4 Pages shall be printed on both sides with red and black ink with yellow and gray shading on front side, and red and black ink with gray and pink shading on the back side.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

2.0 TRAFFIC CITATIONS WITH BARCODING (CONTINUED):

2.5 DRIVING SAFETY COURSE PAGE (INFORMATION PACKET - SECTION TWO OF BOOK):

- 2.5.1 Paper shall be printed on 20-pound white paper.
- 2.5.2 Page size shall be 9" wide x 5.5" long.
- 2.5.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 2.5.4 Pages shall be printed on both sides with red, black and gray ink.

2.6 DEFERRED DISPOSITION APPLICATION PAGE (INFORMATION PACKET - SECTION TWO OF BOOK):

- 2.6.1 Page shall be printed on 20-pound white paper
- 2.6.2 Page size shall be 9" wide x 5.5" long.
- 2.6.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 2.6.4 Pages shall be printed on both sides with red and black ink with some gray shading.

2.7 ENVELOPE ISSUED TO CITIZEN (INFORMATION PACKET - SECTION TWO OF BOOK):

- 2.7.1 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 2.7.2 Envelope shall consist of two pages with 1/8" glue lines placed along the top, inside the perforation lines at the left side and on the bottom side of envelope. The glue lines shall fully secure the front to the back side of the envelope.
- 2.7.3 Envelope front page shall be printed on 20-pound fluorescent pink paper.
- 2.7.4 Envelope back page shall be printed on 20-pound white paper.
- 2.7.5 Front-side of envelope shall be 8.25" wide x 5.5" long, with a 0.75" flap on right side of envelope. Flap shall fold over to back side of envelope so that user can seal by "peel and stick" adhesive strip.
- 2.7.6 Return address shall be printed on the front side of the envelope.
- 2.7.7 Postal barcode should be printed on front bottom of envelope.
- 2.7.8 Back page of envelope size shall be 8" wide x 5.5" long.
- 2.7.9 Envelope shall be printed with black ink on front and back.

2.8 BINDING DESCRIPTION

- 2.8.1 Book shall be bound at left side and binding shall be made up of flyleaf cover, blue-colored divider, clipboard insert and wraparound cover, printed with black ink.
- 2.8.2 The flyleaf cover shall be white paper and the first page in the book.
- 2.8.3 The 20-pound blue-colored divider page shall be blank, separating the first twenty (20) pages (citations) from the last forty (40) pages (information packet).
- 2.8.4 The clipboard insert shall be blank, 125-pound card stock, the second to last page in the book.
- 2.8.5 The wraparound cover shall be white paper and the last page in the book.
- 2.8.6 The current and subsequent year calendar shall be printed with black ink on the back of the wraparound cover (formatted alongside each other) and printed in black ink. Blackout dates will be provided.

2.9 FLYLEAF COVER

- 2.9.1 The detachable flyleaf cover shall be the first page in the book and shall be printed with black ink on the top side only.
- 2.9.2 Cover shall be printed on 32-pound white-colored paper.
- 2.9.3 Flyleaf cover shall be 9" wide x 5.5" long.
- 2.9.4 One vertical perforation shall be 1" from the left side of page.
- 2.9.5 The beginning and ending citation numbers contained within each citation book will be printed on the face of the flyleaf cover. There shall be line spacing for the "Officer's Name," "Employee Number", "Date Issued", and the revision date shall be printed per layout design.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

2.0 TRAFFIC CITATIONS WITH BARCODING (CONTINUED):

2.10 BLUE-COLORED DIVDER

2.10.1 Divider shall be blank 20-pound light blue paper.

2.10.2 Blue colored divider shall be 9" wide x 5.5" long.

2.10.3 Divider shall separate the sections of the book, separating the first twenty (20) pages (citations) from last forty (40) pages (information packet).

2.11 CLIPBOARD INSERT

Insert shall be blank 125-pound card stock and the second to last page in book.

2.12 WRAPAROUND COVER

2.12.1 Cover shall be printed with black ink.

2.12.2 Cover shall be printed on 32-pound white-colored paper

2.12.3 Cover shall be twice the width of the flyleaf cover (18" wide x 5.5" long).

2.12.4 Cover shall be folded as to allow placement between citations separating first set of citations from second set.

2.12.5 Cover shall contain two (2) calendar years on one (1) side and violation descriptions printed according to layout design. Blackout dates will be provided as needed.

2.13 PACKAGING

2.13.1 Citations shall be packed in boxes of 50 books or per arrangement with Municipal Courts.

2.13.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity within the boxes throughout the awarded term.

2.13.3 Citations and information packets each shall be bound ten (10) sets of citations and ten (10) information packets per book.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Traffic Flyleaf Cover (Front)

The diagram shows a rectangular flyleaf cover with a dashed border. On the left side, a vertical dimension line indicates a height of 5.5 inches. At the bottom center, a horizontal dimension line indicates a width of 8 inches. The text inside the cover is as follows:

City of Houston Municipal Courts
TRAFFIC CITATION

No more than 5 violations allowed per citation using this form.

This book was signed out to:

(Print)
Last Name _____ First Name _____

Employee Number (Not Officer #) _____

Tuesday's Date (Issue Date) _____

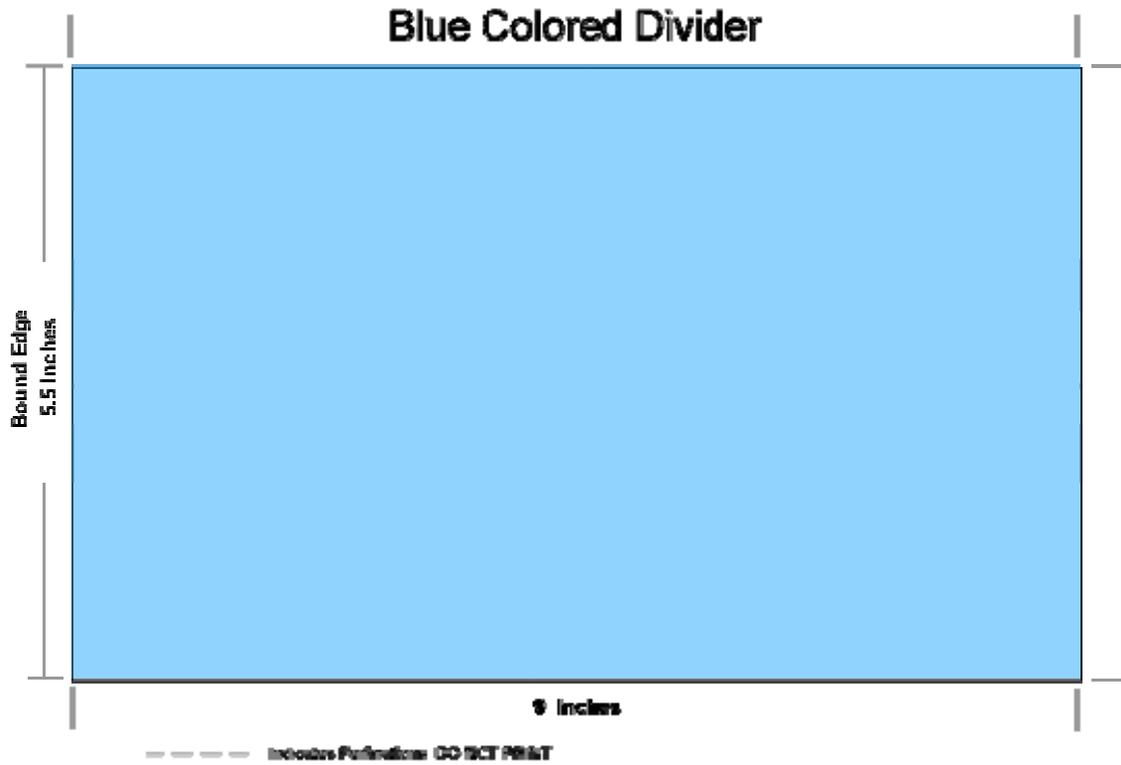
Return this form to: City of Houston Municipal Courts
Citation Management Division
1408 Lubbock, 2nd Floor, North Wing
Houston, TX 77002

Return voided citations to the above address.
Send notification of lost / missing citations to the above address.

----- Includes Perforation: DO NOT PRINT

TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Instruction Page (Front)

5.5 inches

INSTRUCTIONS:

Failure to resolve your citation(s) by selecting one of the following options before your scheduled Court date may result in (1) Issuance of a warrant for your arrest and an **ADDITIONAL CHARGE FOR FAILURE TO APPEAR** (with a fine of \$200), (2) Denial of the renewal of your Driver's License, (3) Denial of the registration or re-registration of any motor vehicle, and (4) an **ADDITIONAL DPS NOTIFICATION FEE OF \$30 PER VIOLATION**.

Your Options to Pay or Resolve This Ticket:

- **Schedule of Fines:** See page 2.
- **Driving Safety Course:** Avoids points against your license. See instructions and application on page 3.
- **Deferred Disposition:** Avoids points against your license. Mail the application on page 5.
- **Showing Proof of Compliance:** See instructions on page 4.
- **Pay by Mail:** Use the attached envelope to send a personal check, cashier's check, or money order payable to "City of Houston Municipal Courts." Do NOT send cash. See instructions on page 4.
- **Pay Online:** Visit www.houstoncourts.org and Click "Online Ticket Payments."
- **Pay with Credit Card:** See instructions on page 4 and fill out "Payment Form" on page 6.
- **Pay with Western Union:** Cash payment, see instructions on page 6.
- **Pay in Person:** At any of the locations listed on page 4. For other location call 311 or (713) 837-0311 or visit www.houstoncourts.org.
- **Consequences of Neglecting This Ticket:** See page 4.
- **Juvenile Appearance Requirements:** See page 4.
- **Juvenile Warning:** See page 4.
- **Contesting Your Ticket:** See instructions on page 4 and fill out "Petition for Not Guilty" on page 5.

RETAIN FOR YOUR RECORDS

Check one of the following:

- Driving Safety Course
- Deferred Disposition
- Proof of Compliance
- Payment Online
- Payment by Mail
- Payment by Credit Card
- Payment by Western Union
- Payment in Person
- Contest Ticket

Citation number: _____

Date issued: _____

Have Questions? Call: 311 or (713) 837-0311
 Automated information available 24 Hours a day.
Para mas informacion en espanol llame a 311 o (713) 837-0311.

The City of Houston is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For further information or if you need accommodations due to a disability call 311 or (713) 837-0311 or visit our website at www.houstoncourts.org. Telecommunications for the Deaf (TDD) call (713) 241-8591. page 1

8 inches

Includes Perforation: DO NOT PRINT

Instruction Page (Back)

SCHEDULE OF FINES

Fine amounts include all Court costs as mandated by the state legislature. Fine amounts are subject to change. For fine amounts not listed, visit www.houstoncourts.org or call 311 or (713) 837-0311. Telecommunications for the Deaf (TDD), call (713) 247-8591.

M.P.H. OVER LIMIT	VIOLATION IN POSTED ZONE	VIOLATION IN SCHOOL ZONE	VIOLATION IN CONSTRUCTION ZONE (RESIDENTIAL AREAS)
1 - 5 M.P.H.	\$150	\$200	\$215
6 - 9 M.P.H.	165	215	245
10 - 14 M.P.H.	180	230	275
15 - 19 M.P.H.	225	250	365
20 - 29 M.P.H.	250	280	415
30 M.P.H. & Over	285	310	485

Violations with No Accident Involved

- Running a Red Light or a Stop Sign \$215
- Failure to Obey Must Turn Sign \$165
- Change Lanes not in Safety \$165
- Driving at Night w/o Lights \$165
- HOV Lane Violations \$155
- No Registration Receipt for Commercial Truck/Trailer \$180
- Failure to Change Address on DL \$ 90
- Defective Equipment Violations (non-commercial vehicles) (Brake/lights/breaks, mufflers, mirrors, etc) \$115

Seat Belt Violations

- Seat Belt - Adult \$135
- Seat Belt - Adult - Commercial Vehicle \$190
- Seat Belt - Child/Safety Seat \$190

Accident Violations

- All Moving Violations with Accident \$245

Miscellaneous Violations

- Open Container of Alcohol in Motor Vehicle \$255
- Misdemeanor Theft \$290
- Public Intoxication \$240
- Consumption of Alcohol on Unlicensed Premises \$210
- Possession of Fireworks \$496

Violations below may be dismissed with Proof of Compliance (See instructions on page 4)

- No Driver's License (includes no motorcycle endorsement) \$180
- No Vehicle Inspection Sticker (via to commercial vehicle) \$115
- No Vehicle Registration (via to commercial vehicle) \$ 90
- No Auto Liability Insurance \$245
- No Auto Liability Insurance (second or subsequent offenses) \$455

Information On Points Assessed Against Your Driver's License (See Chapter 508, Transportation Code, and Section 55.05, Title 17, Texas Administrative Code)

Selected Traffic Violations

- Speeding 10% or more over the speed limit 1 points
- Speeding in a school zone 2 points
- Moving violation NOT involving an accident:
 - State law violation 1 points
 - City ordinance violation (e.g., HOV) 0 points
- Moving violation involving an ACCIDENT 1 points
- Safety belt violation (Not CDL) 0 points
- Driver's License restriction or endorsement violation 1 points
- Open container (driver) 1 points

DEPARTMENT OF PUBLIC SAFETY SURCHARGE!

- Failure to establish financial responsibility \$250/year + 3 years
- Not called Driver's License \$100/year + 3 years
- Too many points (5 points or more in 36 months) \$100 + \$25 (for each point above 5)

FAILURE TO PAY SURCHARGE or failure to timely enter into an installment payment agreement will result in SUSPENSION of your Driver's License until you pay the surcharge and any related costs. page 2

8 inches

Includes Perforation: DO NOT PRINT

TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Driving Safety Course Page (Front)

5.5 inches

Driving Safety Course (DSC)
(Taking this course will avoid points against your license.)

Instructions

The Code of Criminal Procedure, Art. 65.051(b) states: "You may be able to require that this charge be dismissed by successfully completing a driving safety course as a motorcycle operator training course. You will lose that right if, before your appearance date, you do not promptly come with notice of your request to take the course."

You must request DSC (Driving Safety Course) or MOTC (Motorcycle Operator Training Course) before your arraignment setting (first hearing) or you will lose the right to elect it at a later date. It is too late to elect DSC/MOTC at trial. Please allow 30 days from the date the ticket was issued to make your request in person.

You are most eligible to take the DSC/MOTC if:

- You hold a commercial driver's license (CDL)
- You have taken a Court-ordered DSC to another ticket within one year from date of this ticket; **NO**
- You are charged with:
 - Exceeding 25 miles per hour or more on the posted speed limit
 - Passing a school bus
 - Committing a wrong traffic violation
 - Failing to stop and give assistance to individuals and after an accident, or
 - Committing an offense in a construction zone when a worker was present.

DSC/MOTC FEE:
 Motorist Violation: \$95
 School Zone Moving Violation: \$120

You must mail or bring to the Court the following items:

- Photocopy your current auto liability policy;
- Photocopy your valid Texas Driver's License;
- DSC or MOTC fee payment
 a. Money order: \$95
 b. School zone moving violation: \$120 and
 c. Completed and signed application

MAIL: Send the above-listed documents in the envelope provided to the City of Houston Municipal Courts. Do not send cash. Fee may pay by MasterCard, Visa, Discover, or American Express. Complete the credit card form attached to the ticket, sign it, and mail it to the City of Houston Municipal Courts. For your protection, keep copies of all documents mailed to the Court, and send all requests via certified mail.

IN PERSON: You may apply for DSC/MOTC before your scheduled Court date and time at any of the following locations and times, please wait 30 days after you are issued the ticket:

- Municipal Courts, 1400 Lubbock, 8 A.M. to 4 P.M., Monday - Friday
- E.I. Stringfellow Command Station, 8300 McKay Rd., 8 A.M. to 5 P.M., Monday - Friday
- Westside Command Station, 3202 Dairy Ashford, 8 A.M. to 5 P.M., Monday - Friday
- Houston Fire Station 102 (Kingwood), 4702 West Lake Houston Pkwy., 8 A.M. to 4 P.M., Wednesdays only
- SPD Clear Lake Substation, 2855 Bay Area Blvd., 8 A.M. to 4 P.M., Thursdays only
- SPD North Command Station (Acres Home), 905 West Montgomery Road, 8 A.M. to 4 P.M., Fridays only

Upon approval of your request, you will have 30 days to:

- Complete a DSC or, if the offense was committed while operating a motorcycle, a MOTC;
- Order a certified copy of your driving record from Texas Department of Public Safety;
- Submit your certificate of completion of the course (Car's copy), the certified copy of your driving record, and a signed and retained DSC affidavit to the Court or the DSC, envelope, at 1400 Lubbock, if you drive in person, the clerk will verify the affidavit.

If you fail to comply with any of the above-stated requirements, you will have a conviction on your driving record, and you will be required to pay the \$150.00 judgment amount that will result in a warrant of arrest being issued.

DSC Application

I hereby give up my right to a trial by jury and plead:

GUILTY NO CONTEST

I am submitting ALL of the following documents:

Photocopy of my valid Texas Driver's License

Photocopy of my motor vehicle liability insurance issued in my name

A check, money order, or cashier's check made payable to the "City of Houston Municipal Courts" in the amount of \$95 for \$120 if the offense is speeding in a school zone.

This completed and signed DSC Application

If your DSC/MOTC application is received before your Court date, you to NOT have to appear in Court.

Citation Number _____

Description of Violation(s) _____

Name: Last Name M L License

Phone: _____ Date of Birth: / /

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: / /

**All mail should be addressed to: City of Houston Municipal Courts
1400 Lubbock
Houston, TX 77002-1554**

page 3

8 inches

Includes Perforation: DO NOT PRINT

Driving Safety Course (Back)

5.5 inches

Driving Safety Course (Back)

Paying Before Your Court Date

Mail
You may pay your fine(s) by sending a personal check, cashier's check, or money order payable to: "City of Houston Municipal Courts." Do NOT send cash. Use the envelope attached to this ticket.

Online
You may pay your fine(s) online at www.houstoncourts.org. You may use MasterCard, Visa, Discover, or American Express.

Credit Card
You may pay your fine(s) by MasterCard, Visa, Discover, or American Express. Complete the form attached to this ticket on page 6, sign it, use the envelope attached to this ticket and mail it to the City of Houston Municipal Courts, 1400 Lubbock, Houston, TX 77002-1556, or call 311 or (713) 837-0311 to make a credit card payment by phone.

Western Union
You may pay your fine(s) by using Western Union's "Quick Collect" Delivery Service.

In Person
You may pay before your scheduled Court date and time at any of the following locations and times:

- Municipal Courts, 1400 Lubbock, 8 A.M. to 4 P.M., Monday - Saturday
- E.I. Stringfellow Command Station, 8300 McKay Rd., 8 A.M. to 5 P.M., Monday - Friday
- Westside Command Station, 3202 Dairy Ashford, 8 A.M. to 5 P.M., Monday - Friday
- Houston Fire Station 102 (Kingwood), 4702 West Lake Houston Pkwy., 8 A.M. to 4 P.M., Wednesdays only
- SPD Clear Lake Substation, 2855 Bay Area Blvd., 8 A.M. to 4 P.M., Thursdays only
- SPD North Command Station (Acres Home), 905 West Montgomery Road, 8 A.M. to 4 P.M., Fridays only

Allow 30 days from the violation date before coming to or calling the Court. Please be properly dressed. Short and tank tops are not permitted in Court.

Showing Proof of Compliance

Mail
Before your Court date you may mail in proof that your insurance and Driver's License were valid at the time the ticket was issued or that you have complied with expired vehicle registration, expired inspection sticker, and expired Driver's License requirements.

In Person
You may present the required proof before your scheduled Court date at the Public Service Counter of the Municipal Courts at 1400 Lubbock between the hours of 8 A.M. and 10 P.M., Monday - Friday, or at one of the other locations listed in the column to the left, or you may appear in Court on the date and time indicated on the ticket.

- Insurance**
Send a photocopy of the insurance policy that was valid at the time the ticket was issued and a copy of the registration receipt of the vehicle you were driving. If proof is sufficient your case will be dismissed. If you obtained insurance after the ticket was issued your case will not be dismissed.
- Driver's License**
Send a photocopy of your Driver's License that was valid at the time the ticket was issued, and if proof is sufficient, your case will be dismissed. If you renew your Driver's License within 10 working days from the date you received the ticket and mail proof together with a \$10 administrative fee, your case may be dismissed.
- Inspection Sticker**
If your inspection sticker was not expired for more than 60 days prior to receiving the ticket and your vehicle is inspected within 10 working days from the date the ticket was issued, mail proof together with a \$10 administrative fee and your case will be dismissed.
- Vehicle Registration**
If you renew your vehicle registration within 10 working days from the date you received the ticket, mail proof together with a \$10 administrative fee and your case may be dismissed.

Contesting Your Ticket:

You may appear at one of the locations listed in the far left column. Appear at least 2 working days before your Court date to set your case for trial, appear in Court as scheduled, or fill out the "Ways of Not Guilty by Mail" on page 5 and mail it to the City of Houston Municipal Courts using the attached envelope.

Consequences of neglecting This Ticket

Failure to pay your fine, show proof of compliance or apply for a Driving Safety Course or Deferred Disposition on or before your Court date or failure to appear by your scheduled Court date and time will result in:

- A warrant issued for your arrest (\$50 warrant fee plus additional fees)
- A separate charge of Failure to Appear Filed (\$200)
- Denial of Driver's License issuance or renewal and denial of vehicle registration. To clear your Driver's License or registration, you must pay a \$25 DPS notification fee for each case.
- Referral to a collections vendor will result in an additional collection fee of 20% of total fine.

If you miss your scheduled Court date, you may appear at the Public Service Counter, City of Houston Municipal Courts, 1400 Lubbock, Monday - Saturday, 8 A.M. to 10 P.M., to pay the fine or post bond to reschedule a new Court date.

Inability to pay the fine is not an excuse for failing to appear. Fine payment arrangements can be made at the time of appearance.

Juvenile Appearance Requirements

If you are a juvenile (under 17 years of age) and you have been charged with a Penal Code or City Ordinance violation including a traffic ticket, State Law requires that you must appear in Court with a parent or legal guardian. You may not prepay your fine. A guardian who fails to appear in Court may have his/her Driver's License suspended.

Juvenile Warning

A child and parent required to appear before the Court have an obligation to provide the Court in writing with the current address and residence of the child. The obligation does not end when the child reaches legal age. Before the hearing only, after the date the child or parent changes residence, the child or parent shall notify the Court of the current address. A violation of this subsection may result in arrest and a Class C misdemeanor. The obligation to provide notice terminates on discharge and satisfaction of the judgment or final disposition notwithstanding a finding of guilt.

page 4

8 inches

Includes Perforation: DO NOT PRINT

10/09

Page 12 of 75

TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Deferred Disposition Application Page (Front)

Deferred Disposition Application
(Choosing Deferred Disposition will avoid points against your license.)

Deferred Disposition is a suspended sentence. On your plea of guilty or no contest, the Court will defer a finding of guilt, assess Court costs, and order that you post a bond and comply with certain conditions. If you successfully comply with the terms, your case will be dismissed, and the bond money will be applied to a special expense fee. If you fail to comply with the terms, a judgment will be imposed, a conviction will be reported to DPS, and the bond money will be applied to the fine.

By Mail
You may apply for Deferred Disposition for traffic violations by submitting the items listed below. Your application will be reviewed and you will be notified if your request is granted.

- Your Driver's License (Not a CDL)
- Current proof of insurance
- Payment of Court costs and bond in the total amount of:
 - \$185.00 for non-accident traffic cases
 - \$225.00 for non-accident school zone cases
 - \$250.00 for accident cases

* You may apply for Deferred Disposition for these offenses in person at the Annex Court or on your scheduled Court date and time - bring same items requested as by mail - bond amounts are set by the Court and may differ.

I wish to apply for Deferred Disposition. I give up my right to a jury trial and plead guilty no contest.

Citation Number _____

Description of Violation(s) _____

Name First Last _____

Phone _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

Plea of "Not Guilty" By Mail

You have a right to a jury trial, unless you give up that right and request a judge trial. By setting your case for trial you are giving up your right to require that your case be dismissed through a mandatory Driving Safety Course. You will be set for a Pre-trial Conference where your options will be to show proof, pay the fee, request discretionary DSC option or deferred disposition, or obtain a trial setting.

If you wish to set your case for trial, check one of the following options, complete and sign this form, and mail it to the City of Houston Municipal Courts.

Check One:

I plead "Not Guilty," give up my right to a jury trial, and request a judge trial.

I plead "Not Guilty" and request a jury trial.

Citation Number _____

Description of Violation(s) _____

Name First Last _____

Phone _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

**All mail should be addressed to: City of Houston Municipal Courts
1800 Lubbock
Houston, TX 77002-1556**

page 5

5.5 inches

8 inches

Includes Postage: DO NOT PRINT

Deferred Disposition Application Page (Back)

City of Houston Municipal Courts

Payment Form

You may pay your fine(s) amount due with credit card by completing the information below:

- You must include a copy of this ticket and this completed Payment Form.
- The Total Amount Charged Will Be The Total Amount Due.
- If mailed after my Court date, I agree to pay the additional \$200 for Failure to Appear, charged to my credit card.

Order One: MasterCard Visa American Express Discover

Credit Card # _____

Expiration Date _____ Name _____

Cardholder Signature _____ Date _____

Cardholder Social Security # _____

Your Name First Last _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Defendant's Signature _____ Date _____

Disputed Credit Card Charges or Stop Payment of Check can result in a warrant for your arrest for non-payment of the Judgment. A collections vendor will be notified and will result in an additional 30% collection fee.

Western Union "Quick Collect" Delivery Service

Instructions

You may pay your fine(s) by using Western Union's convenient "Quick Collect" Delivery Service. Your payment will be delivered to the Court and usually applied within twenty-four (24) hours.

Check your local telephone directory for the nearest Western Union location or call Western Union's Agent Locator Service at 1-800-325-6000.

- Bring this notice to a Western Union location.
- Obtain and fill out a BLUE "Quick Collect" form available at the Western Union location.
- Tell the Western Union Agent that you wish to send a "Quick Collect" payment.
- Give the Western Union Agent your CASH PAYMENT.
- Give the Western Union Agent the following information:
Pay to: City of Houston Municipal Courts
Code City, Ticket, State, TX, Citation #

If for any reason the Court cannot process your payment from Western Union, the payment will be rejected and returned. It will then be your responsibility to seek a refund from Western Union.

Late Payment Information and Consequences

Payments are considered late if postmarked after the scheduled Court date. A separate charge of Failure to Appear (FTA) will be filed. The fine for the FTA is \$300. If you receive payment after your Court date, add \$200 to the amount sent and be aware that you are subject to arrest until the payment has been processed and accepted by the Court.

page 6

5.5 inches

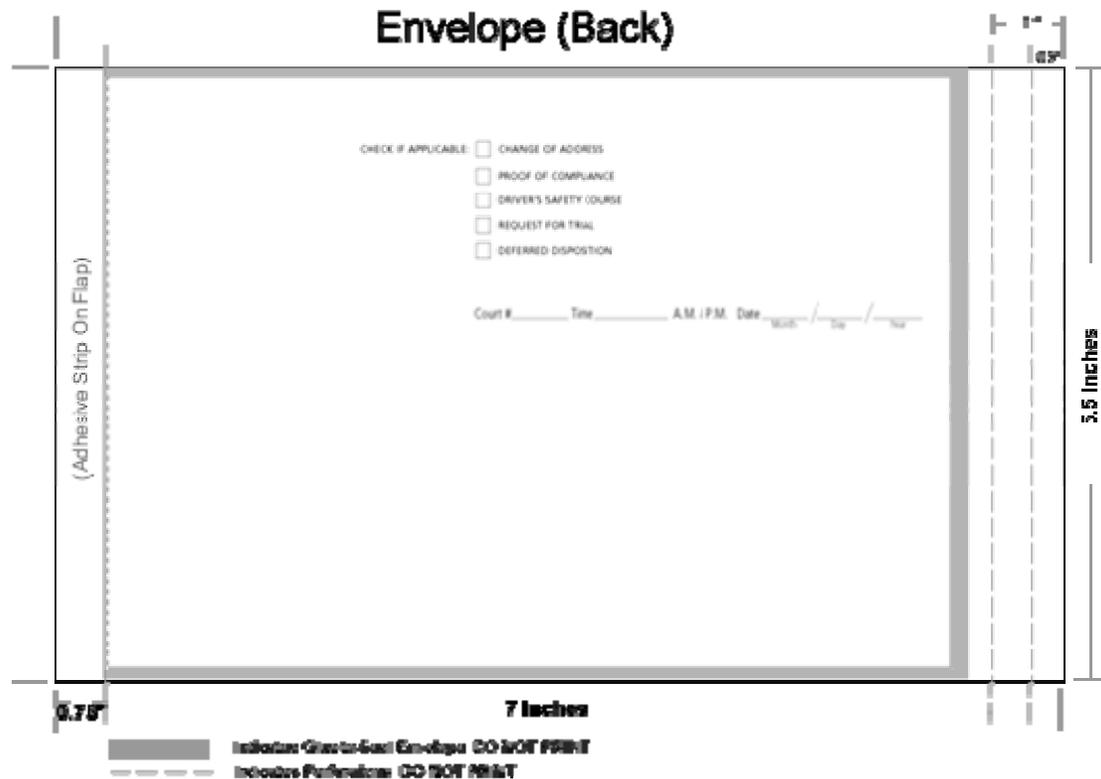
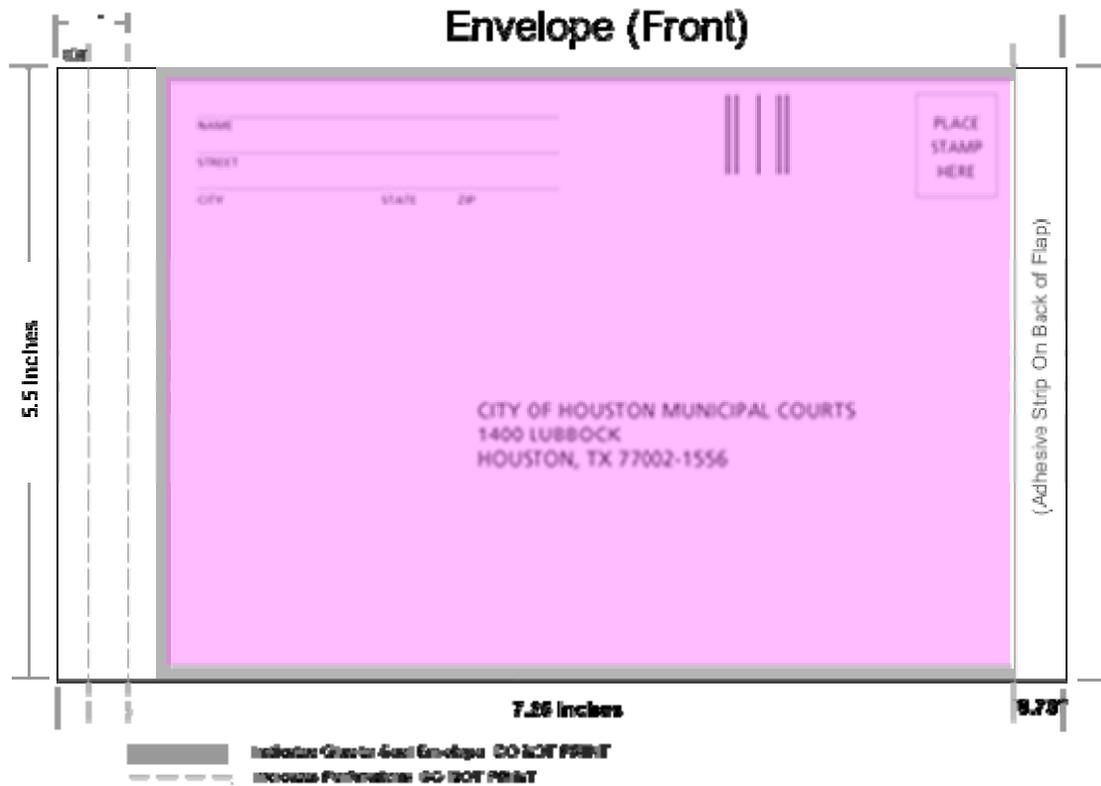
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Includes Postage: DO NOT PRINT

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

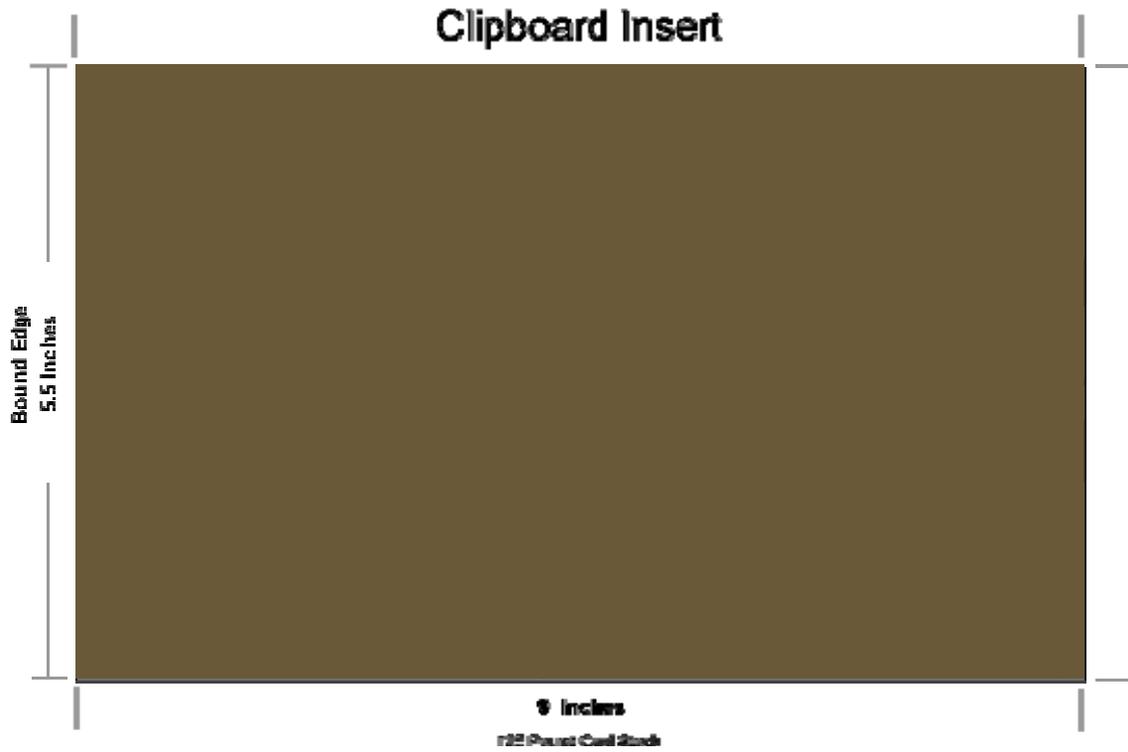
TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

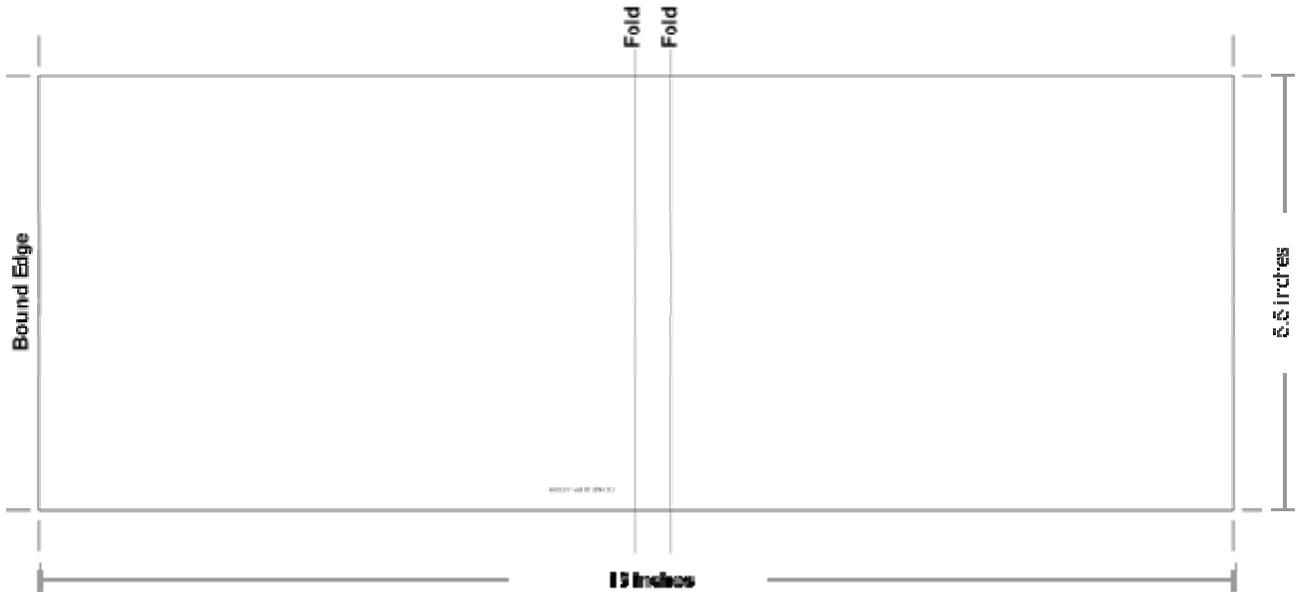


TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

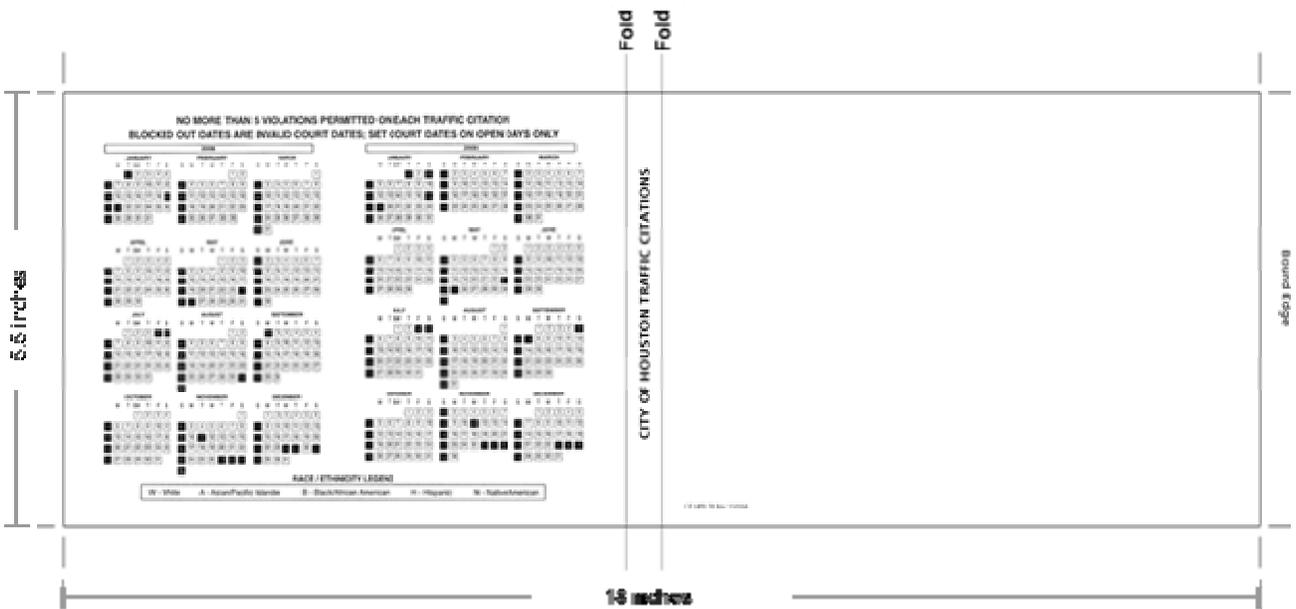
TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Traffic Wraparound Cover (Front)



Traffic Wraparound Cover (Back)



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

3.0 NON-TRAFFIC CITATIONS WITH BARCODING:

3.1 PRODUCT DESCRIPTION:

- 3.1.1 Supplier will print two (2) pages (white and pink copy), front and back per citation, and one (1) information packet per each citation.
- 3.1.2 Ink colors shall be black (PMS color 6 2x), and red (PMS color 18054).
- 3.1.3 All numbering will be done serially in either red or black-colored ink based on per each page requirements.
- 3.1.4 All non-traffic citations shall have numbering on white and pink front sides. Ticket number shall also be barcoded on white and pink copy per ticket layout design.
- 3.1.5 All numbering for non-traffic citations shall begin with the alpha character "N".

3.2 PAGE 1 TOP PAGE ISSUED TO OFFICE/COURT:

- 3.2.1 Page shall be printed on 20-pound CB white paper.
- 3.2.2 Page size shall be 9" wide x 5.5" long.
- 3.2.3 Two vertical perforations shall be 0.5" and 1" from the left side of citation.
- 3.2.4 White paper shall be printed on both sides with red and/or black ink.
- 3.2.5 Ticket number shall be printed and barcoded on front side of page per ticket layout design.
- 3.2.6 Words "COURT COPY" shall be printed on front top of page.

3.3 PAGE 2 ISSUED TO CITIZEN:

- 3.3.1 Page shall be printed on 17-pound CF pink paper.
- 3.3.2 Page size shall be 9" wide x 5.5" long.
- 3.3.3 Two vertical perforations shall be 0.5" and 1" from the left side of citation.
- 3.3.4 Pink paper shall be printed on both sides with red and/or black ink.
- 3.3.5 Ticket number shall also be printed and barcoded on front side of page per ticket layout design.
- 3.3.6 Words "CITIZEN COPY" shall be printed on front top of page.

3.4 BINDING DESCRIPTION

- 3.4.1 Book shall be bound at left side and binding shall be made up of flyleaf cover, clipboard insert, and wraparound cover printed with black ink.
- 3.4.2 The flyleaf cover shall be manila paper and the first page in the book.
- 3.4.3 The clipboard insert shall be blank, 125-pound card stock and the second to last page in the book.
- 3.4.4 The wraparound cover shall be manila paper and the last page in the book.
- 3.4.5 The current and subsequent year calendar shall be printed with black ink on the back of the wraparound cover (formatted alongside each other) and printed in black ink. Blackout dates will be provided.
- 3.4.6 Violation descriptions shall also be printed on the wraparound cover.

3.5 FLYLEAF COVER

- 3.5.1 The detachable flyleaf cover shall be the first page in the book and shall be printed with black ink on the top side only.
- 3.5.2 Flyleaf cover shall be printed on 32-pound manila-colored paper.
- 3.5.3 Flyleaf cover shall be 9" wide x 5.5" long.
- 3.5.4 One vertical perforation shall be 1" from the left side of page.
- 3.5.5 The beginning and ending citation numbers contained within each citation book shall be printed on the face of the flyleaf cover. There shall be line spacing for the "Officer's Name," "Employee Number" "Date Issued" and the revision date shall be printed per layout design.

3.6 CLIPBOARD INSERT

Insert shall be blank 125-pound card stock and the second to last page in book.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

3.0 **NON-TRAFFIC CITATIONS WITH BARCODING,(CONTINUED):**

3.7 WRAPAROUND COVER

- 3.7.1 Cover shall be printed with black ink.
- 3.7.2 Cover shall be printed on 32-pound manila-colored paper
- 3.7.3 Cover shall be twice the width of the flyleaf cover (18" wide x 5.5" long).
- 3.7.4 Cover shall be folded as to allow placement between citations separating first set of citations from second set.
- 3.7.5 Cover shall contain two (2) calendar years on one (1) side and violation descriptions printed on other sides of wraparound cover as identified according to layout design. Blackout dates will be provided as needed.

3.8 PACKAGING

- 3.8.1 Citations shall be packed in boxes of 50 books or per arrangement with the Municipal Courts.
- 3.8.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity within the boxes throughout the awarded term.
- 3.8.3 Citations shall be bound twenty (20) sets of citations per book.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

NON-TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Non-Traffic Flyleaf Cover (Front)

The diagram shows a rectangular flyleaf cover with a height of 5.5 inches and a width of 8 inches. The cover is yellow and contains the following text and fields:

City of Houston Municipal Courts
NON TRAFFIC CITATION

No more than 3 violations allowed per citation using this form.

This book was signed out to:

(Print)
Last Name _____ First Name _____

Employee Number (Not Officer #) _____

Today's Date (Four Digits) _____

Return this form to: City of Houston Municipal Courts
Citation Management Division
1400 Lubbock, 2nd Floor, North Wing
Houston, TX 77002

Return voided citations to the above address.
Send notification of lost / missing citation to the above address.

8 inches

5.5 inches

indicates Perforation: DO NOT PRINT

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

NON-TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Non-Traffic Citation Page 1 (Front)

CITY OF HOUSTON MUNICIPAL COURTS

4000 Loop West, TX 77056-1108
 4000 Loop West, TX 77056
 4000 Loop West, TX 77056

COURT COPY

Pay or Resolve this ticket before your court date or **YOU MUST APPEAR**
For other locations see page 2, call 311 or (713) 857-0211, or visit www.ci.houstontx.gov

Court # _____ Date _____ A.M./P.M. Date _____/_____/_____
For other locations see page 2, call 311 or (713) 857-0211, or visit www.ci.houstontx.gov

Total # **N22344013**



Last Name _____ First Name _____ M. O.D. O.C. O.P.C. O.S.C. O.T.

State _____ Zip _____ City _____ St. _____ Date _____ State _____ Court _____ Court _____

Home Address _____ City _____ St. _____ Zip _____ Area Code _____ Home Phone _____

Work Address _____ City _____ St. _____ Zip _____ Area Code _____ Work Phone _____

#1 _____

#2 _____

#3 _____

OFFENSE DATE _____/_____/_____ **TIME** _____ **A.M./P.M.** (use date of offense) _____/_____/_____ If commercial (vehicle, learners permit) include (DD) _____ Seat Service _____

Locations: # _____ Commercial Vehicle Y/N HAZMAT Y/N Weather _____ Traffic _____

_____ OFFICER _____ Seat # _____ Date _____ Hour _____

_____ Your failure to appear, failure to pay, or failure to satisfy a judgment ordering payment of a fine and costs, may result in: 1) a warrant issued for your arrest, 2) a charge of **Failure to Appear and \$270 fine**, 3) denial of Driver's License renewal, 4) denial of motor vehicle registration of renewal, and 5) a **\$500** (per fee for each violation charged). This is not an admission of guilt, but it is acknowledgment receipt of this notice and I will appear in court at the time and place designated above. I am the person named and identified in this ticket.

Notes (Without name, address, phone) (Without Name and OR) _____ SEARCH Y/N CONSENT Y/N ARREST Y/N

Signature _____

8 inches

~~Includes Photographs DO NOT PRINT~~

Non-Traffic Citation Page 1 (Back)

Judgment Record and Court Minutes in

Cause No. _____

THIS DAY THIS CAUSE WAS CALLED FOR TRIAL, BOTH PARTIES APPEARED AND ANNOUNCED READY FOR TRIAL, AND THE DEFENSE PLEADED GUILTY TO THE ACCUSATION IN THE COMPLAINT AND WAIVED A TRIAL BY JURY. THE COURT HAVING HEARD THE EVIDENCE IS OF THE OPINION THAT THE DEFENDANT IS GUILTY AS CHARGED. IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT THE STATE OF TEXAS, FOR THE USE AND BENEFIT OF THE CITY OF HOUSTON, TEXAS, DO HAVE AND RECOVER OF THE DEFENDANT THE SUM OF \$ _____ FOR WHICH EXECUTION WILL ISSUE, AND IF IN DEFAULT OF PAYMENT, THAT THE DEFENDANT BE COMMITTED TO JAIL UNTIL SAID FINE IS PAID AT THE RATE OF \$50 FOR EACH 12-HOUR PERIOD SERVED.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED THAT THERE BE COLLECTED FROM THE DEFENDANT ALL COSTS OF THE COURT ON BEHALF OF THE STATE OF TEXAS.

Date _____/_____/_____ Signed _____
Judge, City of Houston Municipal Courts, Houston, Texas

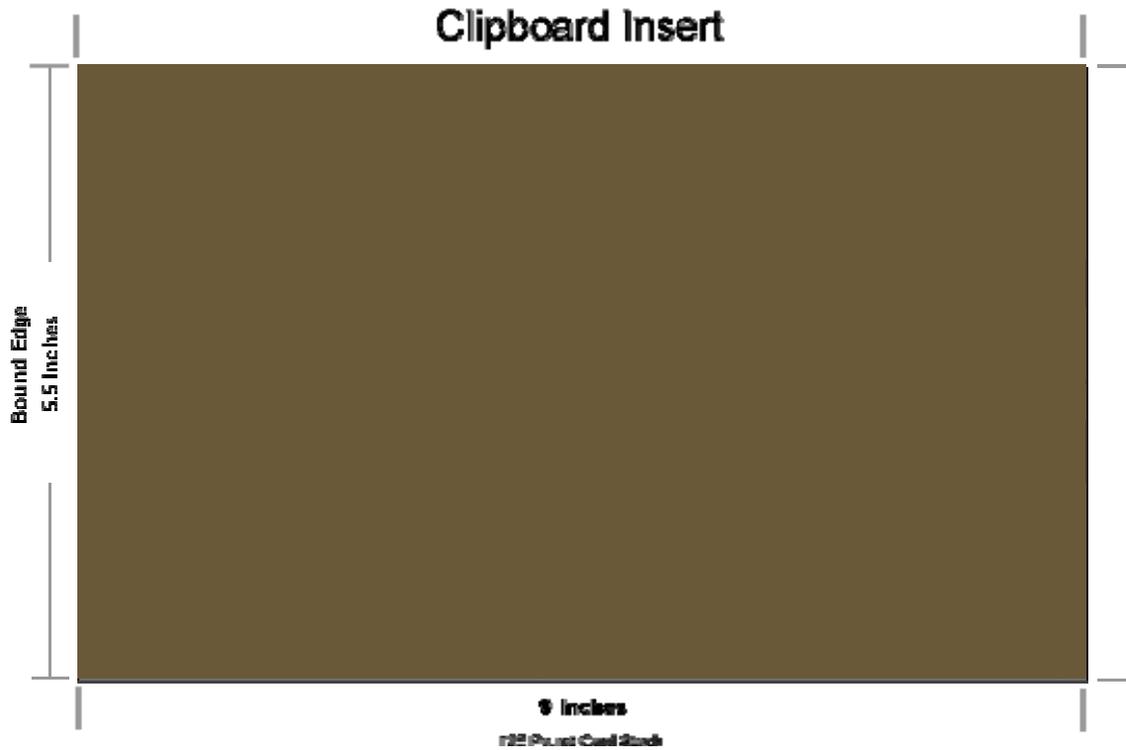
Bond Amount \$ _____ Signed _____
Judge, City of Houston Municipal Courts, Houston, Texas

8 inches

~~Includes Photographs DO NOT PRINT~~

NON-TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

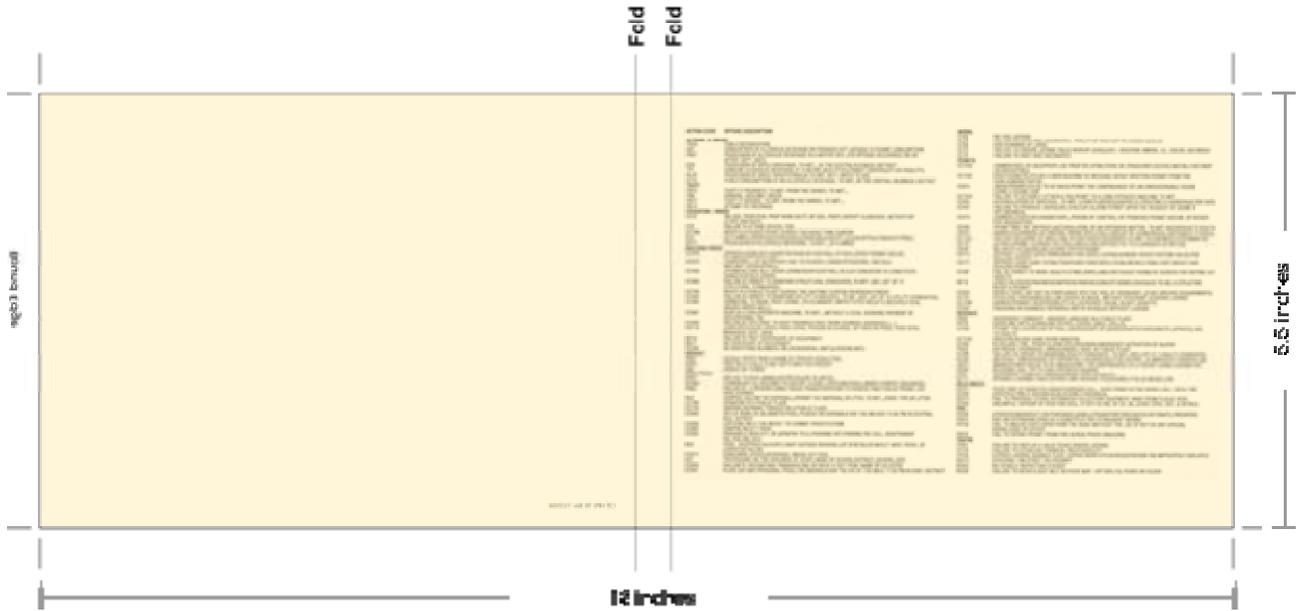


TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

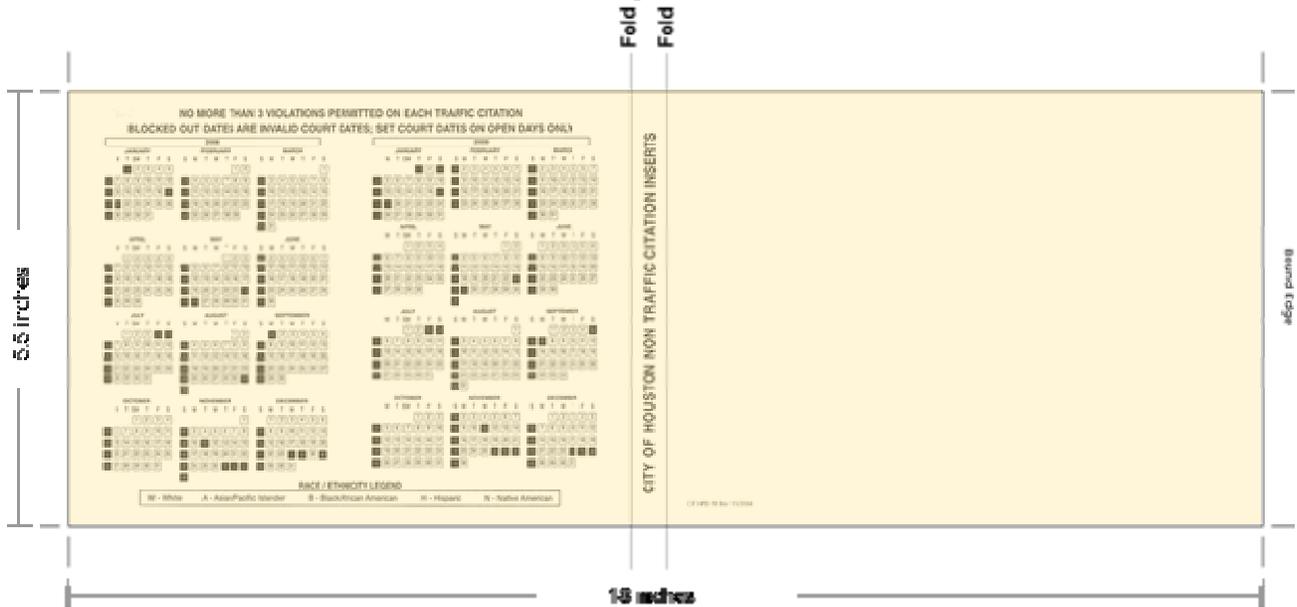
NON-TRAFFIC CITATIONS WITH BARCODING – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Non-Traffic Wraparound Cover (Front)



Non-Traffic Wraparound Cover (Back)



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

4.0 TRAFFIC INFORMATION PACKET TO ACCOMPANY HANDHELD TRAFFIC CITATIONS:

4.1 INSTRUCTION PAGE:

- 4.1.1 Page shall be printed on 20-pound white paper
- 4.1.2 Page size shall be 9" wide x 5.5" long.
- 4.1.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 4.1.4 Pages shall be printed on both sides with red and black ink with yellow and gray shading on front side, and red and black ink with gray and pink shading on the back side.

4.2 DRIVING SAFETY COURSE PAGE:

- 4.2.1 Paper shall be printed on 20-pound white paper.
- 4.2.2 Page size shall be 9" wide x 5.5" long.
- 4.2.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 4.2.4 Pages shall be printed on both sides with red, black and gray ink.

4.3 DEFERRED DISPOSITION APPLICATION PAGE:

- 4.3.1 Page shall be printed on 20-pound white paper
- 4.3.2 Page size shall be 9" wide x 5.5" long.
- 4.3.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 4.3.4 Pages shall be printed on both sides with red and black ink with some gray shading.

4.4 ENVELOPE ISSUED TO CITIZEN:

- 4.4.1 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 4.4.2 Envelope shall consist of two pages with 1/8" glue lines placed along the top, inside the perforation lines at the left side and on the bottom side of envelope. The glue lines shall fully secure the front to the back side of the envelope.
- 4.4.3 Envelope front page shall be printed on 20-pound fluorescent pink paper.
- 4.4.4 Envelope back page shall be printed on 20-pound white paper.
- 4.4.5 Front-side of envelope shall be 8.25" wide x 5.5" long, with a 0.75" flap on right-side of envelope. Flap shall fold over to back side of envelope so that user can seal by "peel and stick" adhesive strip.
- 4.4.6 Return address shall be printed on the front side of the envelope.
- 4.4.7 Postal barcode shall be printed on front bottom of envelope.
- 4.4.8 Back page of envelope size shall be 8" wide x 5.5" long.
- 4.4.9 Envelope shall be printed with black ink on front and back.

4.5 BINDING DESCRIPTION

- 4.5.1 Book shall be bound at left side and binding shall be made up of clipboard insert and wraparound cover, printed with black ink.
- 4.5.2 The clipboard insert shall be blank, 125-pound card stock and the second to last page in the book.
- 4.5.3 The wraparound cover shall be white paper and the last page in the book.
- 4.5.4 The current and subsequent year calendar shall be printed with black ink on the back of the wraparound cover (formatted alongside each other) and printed in black ink. Blackout dates will be provided.

4.6 CLIPBOARD INSERT

Insert shall be blank, 125-pound card stock, and the second to last page in book.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

TRAFFIC INFORMATION PACKET TO ACCOMPANY HANDHELD TRAFFIC CITATIONS (CONTINUED):

4.7 WRAPAROUND COVER

- 4.7.1 Cover shall be printed with black ink.
- 4.7.2 Cover shall be printed on 32-pound white-colored paper
- 4.7.3 Cover shall be twice the width of other pages (18" wide x 5.5" long).
- 4.7.4 Cover shall be folded as to allow placement between information packets separating first set from second set.
- 4.7.5 Cover shall contain two (2) calendar years on one (1) side printed according to layout design. Blackout dates will be provided as needed.

4.8 PACKAGING

- 4.8.1 Information packets shall be packed in boxes of 50 books or per arrangement with the Municipal Courts.
- 4.8.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity within the boxes throughout the awarded term.
- 4.8.3 Information packets shall be bound twenty (20) per book.

TRAFFIC INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Instruction Page (Front)

5.5 inches

INSTRUCTIONS:

Failure to resolve your citation(s) by selecting one of the following options before your scheduled Court date may result in (1) Issuance of a warrant for your arrest and an ADDITIONAL CHARGE FOR FAILURE TO APPEAR (with a fine of \$200), (2) Denial of the renewal of your Driver's License, (3) Denial of the registration or re-registration of any motor vehicle, and (4) an ADDITIONAL DPS NOTIFICATION FEE OF \$30 PER VIOLATION.

Your Options to Pay or Resolve This Ticket:

- **Schedule of Fines:** See page 2.
- **Driving Safety Course:** Avoids points against your license. See instructions and application on page 3.
- **Deferred Disposition:** Avoids points against your license. Mail the application on page 5.
- **Showing Proof of Compliance:** See instructions on page 4.
- **Pay by Mail:** Use the attached envelope to send a personal check, cashier's check, or money order payable to "City of Houston Municipal Courts." Do NOT send cash. See instructions on page 4.
- **Pay Online:** Visit www.houstoncourts.org and Click "Online Ticket Payments."
- **Pay with Credit Card:** See instructions on page 4 and fill out "Payment Form" on page 6.
- **Pay with Western Union:** Cash payment, see instructions on page 6.
- **Pay in Person:** At any of the locations listed on page 4. For other location call 311 or (713) 837-0311 or visit www.houstoncourts.org.
- **Consequences of Neglecting This Ticket:** See page 4.
- **Juvenile Appearance Requirements:** See page 4.
- **Juvenile Warning:** See page 4.
- **Contesting Your Ticket:** See instructions on page 4 and fill out "Petition for Not Guilty" on page 5.

RETAIN FOR YOUR RECORDS

Check one of the following: Driving Safety Course
 Deferred Disposition
 Proof of Compliance
 Payment Online
 Payment by Mail
 Payment by Credit Card
 Payment by Western Union
 Payment in Person
 Contest Ticket

Citation number: _____

Date issued: _____

Have Questions? Call: 311 or (713) 837-0311
 Automated information available 24 Hours a day.
Para mas informacion en español llame a 311 o (713) 837-0311.

The City of Houston is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For further information or if you need accommodations due to a disability call 311 or (713) 837-0311 or visit our website at www.houstoncourts.org. Telecommunications for the Deaf (TDD) call (713) 241-8591. page 1

8 inches

Includes Perforation: DO NOT PRINT

Instruction Page (Back)

SCHEDULE OF FINES

Fine amounts include all Court costs as mandated by the state legislature. Fine amounts are subject to change. For fine amounts not listed, visit www.houstoncourts.org or call 311 or (713) 837-0311, Telecommunications for the Deaf (TDD), call (713) 241-8591.

M.P.H. OVER LIMIT	VIOLATION IN POSTED ZONE	VIOLATION IN SCHOOL ZONE	VIOLATION IN CONSTRUCTION ZONE (RESIDENTIAL AREAS)
1 - 5 M.P.H.	\$150	\$200	\$215
6 - 9 M.P.H.	165	215	245
10 - 14 M.P.H.	180	230	275
15 - 19 M.P.H.	225	250	365
20 - 29 M.P.H.	250	280	415
30 M.P.H. & Over	285	310	485

Violations with No Accident Involved

- Running a Red Light or a Stop Sign: \$215
- Failure to Obey Must Turn Sign: \$165
- Change Lanes not in Safety: \$165
- Driving at Night w/o Lights: \$165
- HOV Lane Violations: \$155
- No Registration Receipt for Commercial Truck/Trailer: \$180
- Failure to Change Address on DL: \$ 90
- Defective Equipment Violations (non-commercial vehicles) (Brake/turning lights/brakes, mufflers, mirrors, etc): \$115
- Seat Belt Violations**
- Seat Belt - Adult: \$105
- Seat Belt - Adult - Commercial Vehicle: \$190
- Seat Belt - Child/Safety Seat: \$190

Accident Violations

- All Moving Violations with Accident: \$245
- Open Container of Alcohol in Motor Vehicle: \$255
- Misdemeanor Theft: \$290
- Public Intoxication: \$240
- Consumption of Alcohol on Unlicensed Premises: \$210
- Possession of Firearms: \$496

Miscellaneous Violations

- No Driver's License (includes no motorcycle endorsement): \$180
- No Vehicle Inspection Sticker (via to commercial vehicle): \$115
- No Vehicle Registration (via to commercial vehicle): \$ 90
- No Auto Liability Insurance: \$245
- No Auto Liability Insurance (second or subsequent offenses): \$455

Violations below may be dismissed with Proof of Compliance (See instructions on page 4)

- A SECOND OR SUBSEQUENT CONVICTION OF AN OFFENSE UNDER THE TEXAS MOTOR VEHICLE SAFETY RESPONSIBILITY ACT WILL RESULT IN THE SUSPENSION OF YOUR DRIVER'S LICENSE AND MANDATE PROOF OF FINANCIAL RESPONSIBILITY WITH THE DEPARTMENT OF PUBLIC SAFETY (DPS) FOR TWO YEARS FROM DATE OF CONVICTION. THE DEPARTMENT MAY WAIVE THE REQUIREMENT TO FILE PROOF OF FINANCIAL RESPONSIBILITY IF YOU FILE SATISFACTORY EVIDENCE WITH THE DEPARTMENT SHOWING THAT AT THE TIME THE CITATION WAS ISSUED, THE VEHICLE WAS COVERED BY A LIABILITY INSURANCE POLICY OR THAT YOU WERE OTHERWISE EXEMPT FROM THE REQUIREMENT TO PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY.

Information On Points Assessed Against Your Driver's License (See Chapter 508, Transportation Code, and Section 55.05, Title 17, Texas Administrative Code)

Selected Traffic Violations

- Speeding 10% or more over the speed limit: 1 points
- Speeding in a school zone: 1 points
- Moving violation NOT involving an accident:
 - State law violation: 1 points
 - City ordinance violation (e.g., HOV): 0 points
- Moving violation involving an ACCIDENT: 1 points
- Safety belt violation (Not CDL): 0 points
- Driver's License restriction or endorsement violation: 1 points
- Open container (driver): 1 points

DEPARTMENT OF PUBLIC SAFETY SURCHARGE!

- Failure to establish financial responsibility: \$250/year x 3 years
- No called Driver's License: \$100/year x 3 years
- Too many points (5 points or more in 36 months): \$100 + \$25 (for each point above 5)

FAILURE TO PAY SURCHARGE or failure to timely enter into an installment payment agreement will result in SUSPENSION of your Driver's License until you pay the surcharge and any related costs.

page 2

8 inches

Includes Perforation: DO NOT PRINT

TRAFFIC INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Driving Safety Course Page (Front)

5.5 inches

Driving Safety Course (DSC)

(Taking this course will avoid points against your license.)

Instructions

The Code of Criminal Procedure, Art. 65.051(b) states: "You may be able to require that this charge be dismissed by successfully completing a driving safety course as a motorcycle operator training course. You will lose that right if, before your appearance date, you do not provide the Court with notice of your request to take the course."

You must request DSC (Driving Safety Course) or MOTC (Motorcycle Operator Training Course) before your arraignment setting (first hearing) or you will lose the right to elect it at a later date. It is too late to elect DSC/MOTC at trial. Please allow 30 days from the date the ticket was issued to make your request in person.

You are most eligible to take the DSC/MOTC if:

- You have taken a Court ordered DSC to another ticket within one year from date of this ticket; **NO**
- You are charged with:
 - Exceeding 25 miles per hour or more on the posted speed limit;
 - Passing a school bus;
 - Committing a wrong traffic violation;
 - Failing to stop and give assistance to individuals and after an accident; or
 - Committing an offense in a construction zone when a worker was present.

DSC/MOTC FEE:
 Motor Vehicle: \$95
 School Zone Moving Violations: \$120

You must mail or bring to the Court the following items:

- Photocopy your current auto liability policy;
- Photocopy your valid Texas Driver's License;
- DSC or MOTC fee payment a Money order: \$95
 B. School zone moving violation: \$120 and a Completed and signed application

MAIL: Send the above-listed documents in the envelope provided to the City of Houston Municipal Courts. Do not send cash. Fee may pay by MasterCard, Visa, Discover, or American Express. Complete the credit card form attached to the ticket, sign it, and mail it to the City of Houston Municipal Courts. For your protection, keep copies of all documents mailed to the Court, and send all requests via certified mail.

IN PERSON: You may apply for DSC/MOTC before your scheduled Court date and time at any of the following locations and times, please wait 30 days after you are issued the ticket:

- Municipal Courts, 1400 Lubbock, 8 A.M. to 4 P.M., Monday - Friday
- E.L. Stringfellow Command Station, 8300 McKay Rd., 8 A.M. to 5 P.M., Monday - Friday
- Westside Command Station, 3202 Dairy Ashford, 8 A.M. to 5 P.M., Monday - Friday
- Houston Fire Station 102 (Kingwood), 4702 West Lake Houston Pkwy., 8 A.M. to 4 P.M., Wednesdays only
- SPD Clear Lake Substation, 2855 Bay Area Blvd., 8 A.M. to 4 P.M., Thursdays only
- SPD North Command Station (Acres Home), 905 West Montgomery Road, 8 A.M. to 4 P.M., Fridays only

Upon approval of your request, you will have 30 days to:

- Complete a DSC or, if the offense was committed while operating a motorcycle, a MOTC;
- Order a certified copy of your driving record from Texas Department of Public Safety;
- Submit your certificate of completion of the course (Car's copy), the certified copy of your driving record, and a signed and retained DSC affidavit to the Court or the DSC, envelope, at 1400 Lubbock, if you drive in person, the clerk will verify the affidavit.

If you fail to comply with any of the above-stated requirements, you will have a conviction on your driving record, and you will be required to pay the \$150.00 judgment amount that will result in a warrant of arrest being issued.

DSC Application

I hereby give up my right to a trial by jury and plead:

GUILTY NO CONTEST

I am submitting ALL of the following documents:

Photocopy of my valid Texas Driver's License

Photocopy of my motor vehicle liability insurance issued in my name

A check, money order, or cashier's check made payable to the "City of Houston Municipal Courts" in the amount of \$95 for \$120 if the offense is speeding in a school zone.

This completed and signed DSC Application

If your DSC/MOTC application is received before your Court date, you to NOT have to appear in Court.

Citation Number _____

Description of Violation(s) _____

Name: (Last Name) (First Name) (Middle Name) (Last Name)

Phone: Date of Birth: / /

Address:

City: State: Zip:

Signature: Date: / /

All mail should be addressed to: **City of Houston Municipal Courts
1400 Lubbock
Houston, TX 77002-1554**

page 3

8 inches

Include Photographs: DO NOT PRINT

Driving Safety Course (Back)

5.5 inches

Driving Safety Course (Back)

Paying Before Your Court Date

Mail
You may pay your fine(s) by sending a personal check, cashier's check, or money order payable to: "City of Houston Municipal Courts." Do NOT send cash. Use the envelope attached to this ticket.

Online
You may pay your fine(s) online at www.houstoncourts.org. You may use MasterCard, Visa, Discover, or American Express.

Credit Card
You may pay your fine(s) by MasterCard, Visa, Discover, or American Express. Complete the form attached to this ticket on page 6, sign it, use the envelope attached to this ticket and mail it to the City of Houston Municipal Courts, 1400 Lubbock, Houston, TX 77002-1556, or call 311 or (713) 837-0311 to make a credit card payment by phone.

Western Union
You may pay your fine(s) by using Western Union's "Quick Collect" Delivery Service.

In Person
You may pay before your scheduled Court date and time at any of the following locations and times:

- Municipal Courts, 1400 Lubbock, 8 A.M. to 5 P.M., Monday - Saturday
- E.L. Stringfellow Command Station, 8300 McKay Rd., 8 A.M. to 5 P.M., Monday - Friday
- Westside Command Station, 3202 Dairy Ashford, 8 A.M. to 5 P.M., Monday - Friday
- Houston Fire Station 102 (Kingwood), 4702 West Lake Houston Pkwy., 8 A.M. to 4 P.M., Wednesdays only
- SPD Clear Lake Substation, 2855 Bay Area Blvd., 8 A.M. to 4 P.M., Thursdays only
- SPD North Command Station (Acres Home), 905 West Montgomery Road, 8 A.M. to 4 P.M., Fridays only

Allow 10 days from the violation date before coming to or calling the Court. Please be properly dressed. Short and tank tops are not permitted in Court.

Showing Proof of Compliance

Mail
Before your Court date you may mail in proof that your insurance and Driver's License were valid at the time the ticket was issued or that you have complied with expired vehicle registration, expired inspection sticker, and expired Driver's License requirements.

In Person
You may present the required proof before your scheduled Court date at the Public Service Counter of the Municipal Courts at 1400 Lubbock between the hours of 8 A.M. and 10 P.M., Monday - Friday, or at one of the other locations listed in the column to the left, or you may appear in Court on the date and time indicated on the ticket.

- Insurance**
Send a photocopy of the insurance policy that was valid at the time the ticket was issued and a copy of the registration receipt of the vehicle you were driving. If proof is sufficient your case will be dismissed. If you obtained insurance after the ticket was issued your case will not be dismissed.
- Driver's License**
Send a photocopy of your Driver's License that was valid at the time the ticket was issued, and if proof is sufficient, your case will be dismissed. If you renew your Driver's License within 10 working days from the date you received the ticket and mail proof together with a \$10 administrative fee, your case may be dismissed.
- Inspection Sticker**
If your inspection sticker was not expired for more than 60 days prior to receiving the ticket and your vehicle is inspected within 10 working days from the date the ticket was issued, mail proof together with a \$10 administrative fee and your case will be dismissed.
- Vehicle Registration**
If you renew your vehicle registration within 10 working days from the date you received the ticket, mail proof together with a \$10 administrative fee and your case may be dismissed.

Contesting Your Ticket:

You may appear at one of the locations listed in the far left column. Appear at least 2 working days before your Court date to set your case for trial, appear in Court as scheduled, or fill out the "Ways of Not Guilty by Mail" on page 5 and mail it to the City of Houston Municipal Courts using the attached envelope.

Consequences of neglecting This Ticket

Failure to pay your fine, show proof of compliance or apply for a Driving Safety Course or Deferred Disposition on or before your Court date or failure to appear by your scheduled Court date and time will result in:

- A warrant issued for your arrest (\$50 warrant fee plus additional fees)
- A separate charge of Failure to Appear Filed (\$200)
- Denial of Driver's License issuance or renewal and denial of vehicle registration. To clear your Driver's License or registration, you must pay a \$25 DPS notification fee for each case.
- Referral to a collections vendor will result in an additional collection fee of 20% of total fine.

If you miss your scheduled Court date, you may appear at the Public Service Counter, City of Houston Municipal Courts, 1400 Lubbock, Monday - Saturday, 8 A.M. to 10 P.M., to pay the fine or post bond to reschedule a new Court date.

Inability to pay the fine is not an excuse for failing to appear. Fine payment arrangements can be made at the time of appearance.

Juvenile Appearance Requirements

If you are a juvenile (under 17 years of age) and you have been charged with a Penal Code or City Ordinance violation including a traffic ticket, State Law requires that you must appear in Court with a parent or legal guardian. You may not prepay your fine. A guardian who fails to appear in Court may have his/her Driver's License suspended.

Juvenile Warning

A child and parent required to appear before the Court have an obligation to provide the Court in writing with the current address and residence of the child. The obligation does not end when the child reaches legal age. Before the hearing only, after the date the child or parent changes residence, the child or parent shall notify the Court of the current address. A violation of this subsection may result in arrest and a Class C misdemeanor. The obligation to provide notice terminates on discharge and satisfaction of the judgment or final disposition notwithstanding a finding of guilt.

page 4

8 inches

Include Photographs: DO NOT PRINT

10/09

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TRAFFIC INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Deferred Disposition Application Page (Front)

5.5 inches

Deferred Disposition Application
(Choosing Deferred Disposition will avoid points against your license.)

Deferred Disposition is a suspended sentence. On your plea of guilty or no contest, the Court will defer a finding of guilt, assess Court costs, and order that you post a bond and comply with certain conditions. If you successfully comply with the terms, your case will be dismissed, and the bond money will be applied to a special expense fee. If you fail to comply with the terms, a judgment will be imposed, a conviction will be reported to DPS, and the bond money will be applied to the fine.

By Mail
You may apply for Deferred Disposition for traffic violations by submitting the items listed below. Your application will be reviewed and you will be notified if your request is granted.

1. Your Driver's License (for a CDL)
2. Current proof of insurance
3. Payment of Court costs and bond in the total amount of:
\$185.00 for non-accident traffic cases
\$225.00 for non-accident school zone cases
\$250.00 for accident cases

* You may apply for Deferred Disposition for these offenses in person at the Annex Court or on your scheduled Court date and time - bring same items requested as by mail - bond amounts are set by the Court and may differ.

I wish to apply for Deferred Disposition. I give up my right to a jury trial and plead guilty no contest.

Citation Number _____

Description of Violation(s) _____

Name First Last _____

Phone _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

Plea of "Not Guilty" By Mail

You have a right to a jury trial, unless you give up that right and request a judge trial. By setting your case for trial you are giving up your right to require that your case be dismissed through a mandatory Driving Safety Course. You will be set for a pre-trial Conference where your options will be to show proof, pay the fee, request discretionary DSC option or deferred disposition, or obtain a trial setting.

If you wish to set your case for trial, check one of the following options, complete and sign this form, and mail it to the City of Houston Municipal Courts.

Check One:

I plead "Not Guilty," give up my right to a jury trial, and request a judge trial.

I plead "Not Guilty" and request a jury trial.

Citation Number _____

Description of Violation(s) _____

Name First Last _____

Phone _____ Date of Birth _____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____

All mail should be addressed to: City of Houston Municipal Courts
1800 Lubbock
Houston, TX 77002-1556

page 5

8 inches

Includes Postage: DO NOT PRINT

Deferred Disposition Application Page (Back)

City of Houston Municipal Courts

Payment Form

You may pay your fine(s) amount due with credit card by completing the information below.

- You must include a copy of this ticket and this completed Payment Form.
- The Total Amount Charged Will Be The Total Amount Due.
- If mailed after my Court date, I agree to pay the additional \$200 for Failure to Appear, charged to my credit card.

Order One: MasterCard Visa American Express Discover

Credit Card # _____

Expiration Date _____ Name _____
On Card First Last Name MI Last Name

Cardholder Signature _____ Date _____

Cardholder Social Security # _____

Your Name First Last _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Defendant's Signature _____ Date _____

Disputed Credit Card Charges or Stop Payment of Check can result in a warrant for your arrest for non-payment of the Judgment. A collections vendor will be notified and will result in an additional 30% collection fee.

Western Union "Quick Collect" Delivery Service

Instructions

You may pay your fine(s) by using Western Union's convenient "Quick Collect" Delivery Service. Your payment will be delivered to the Court and usually applied within twenty-four (24) hours.

Check your local telephone directory for the nearest Western Union location or call Western Union's Agent Locator Service at 1-800-325-6000.

- Bring this notice to a Western Union location.
- Obtain and fill out a BLUE "Quick Collect" form available at the Western Union location.
- Tell the Western Union Agent that you wish to send a "Quick Collect" payment.
- Give the Western Union Agent your CASH PAYMENT.
- Give the Western Union Agent the following information:
Pay to: City of Houston Municipal Courts
Code City, Ticket, State, TX, Citation #

If for any reason the Court cannot process your payment from Western Union, the payment will be rejected and returned. It will then be your responsibility to seek a refund from Western Union.

Late Payment Information and Consequences

Payments are considered late if postmarked after the scheduled Court date. A separate charge of Failure to Appear (FTA) will be filed. The fine for this FTA is \$300. If you receive payment after your Court date, add \$200 to the amount sent and be aware that you are subject to arrest until the payment has been processed and accepted by the Court.

page 6

8 inches

Includes Postage: DO NOT PRINT

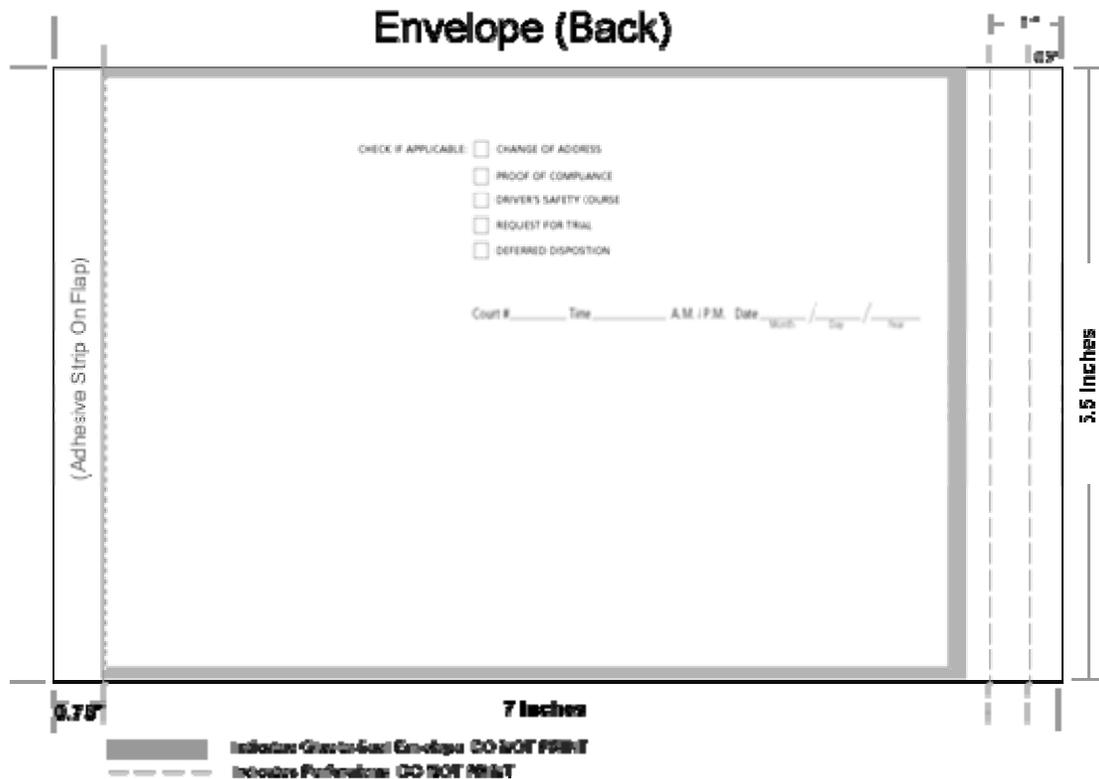
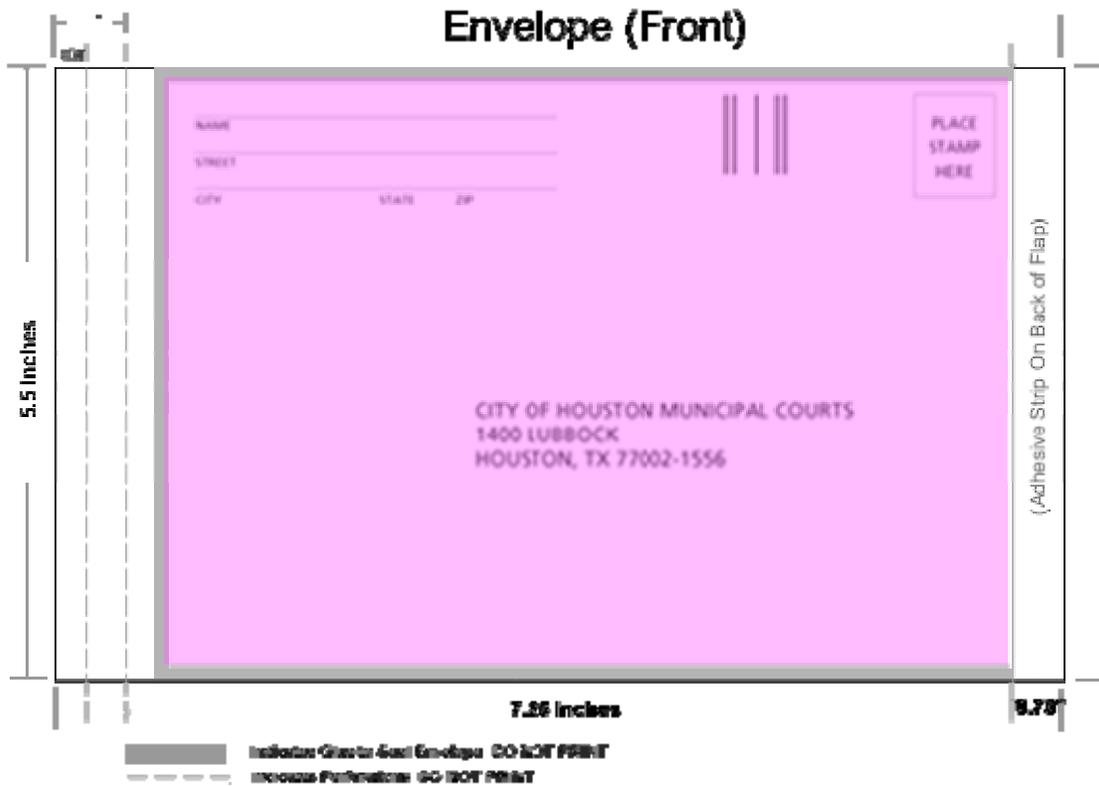
10/09

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TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

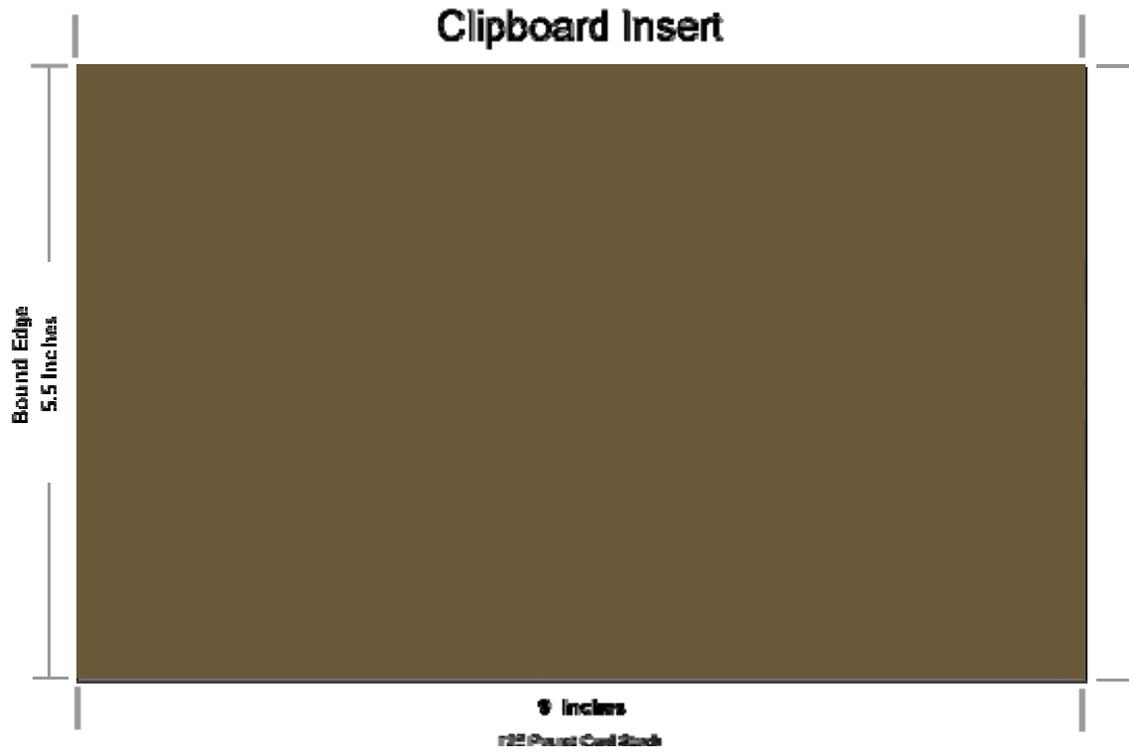
TRAFFIC INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



TRAFFIC INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

5.0 NON-TRAFFIC TICKET INFORMATION PACKET:

5.1 INSTRUCTION PAGE:

- 5.1.1 Page shall be printed on 20-pound white paper
- 5.1.2 Page size shall be 9" wide x 5.5" long.
- 5.1.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 5.1.4 Pages shall be printed on both sides with red and black ink with yellow and gray shading on front side, and red and black ink on the back side.

5.2 CONTESTING YOUR TICKET PAGE:

- 5.2.1 Paper shall be printed on 20-pound white paper.
- 5.2.2 Page size shall be 9" wide x 5.5" long.
- 5.2.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 5.2.4 Pages shall be printed on both sides with red and black ink with some gray shading.

5.3 ENVELOPE ISSUED TO CITIZEN:

- 5.3.1 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 5.3.2 Envelope shall consist of two pages with 1/8" glue lines placed along the top, inside the perforation lines at the left side, and on the bottom side of envelope. The glue lines shall fully secure the front to the back side of the envelope.
- 5.3.3 Envelope front page shall be printed on 20-pound fluorescent yellow pink paper.
- 5.3.4 Envelope back page shall be printed on 20-pound white paper.
- 5.3.5 Front-side of envelope shall be 8.25" wide x 5.5" long, with a 0.75" flap on right side of envelope. Flap shall fold over to back side of envelope so that user can seal by "peel and stick" adhesive strip.
- 5.3.6 Return address shall be printed on the front side of the envelope per page layout design.
- 5.3.7 Postal barcode shall be printed on front bottom of envelope.
- 5.3.8 Back page of envelope size shall be 8" wide x 5.5" long.
- 5.3.9 Envelope shall be printed with black ink on front and back.

5.4 BINDING DESCRIPTION

- 5.4.1 Book shall be bound at left side and binding shall be made up of clipboard insert and wraparound cover, printed with black ink.
- 5.4.2 The clipboard insert shall be blank, 125-pound card stock, and the second to last page in the book.
- 5.4.3 The wraparound cover shall be manila paper and the last page in the book.
- 5.4.4 The current and subsequent year calendar shall be printed with black ink on the back of the wraparound cover (formatted alongside each other) and printed in black ink. Blackout dates will be provided.

5.5 CLIPBOARD INSERT

Clipboard insert shall be blank, 125-pound card stock, and the second to last page in book.

5.6 WRAPAROUND COVER

- 5.6.1 Cover shall be printed with black ink.
- 5.6.2 Cover shall be printed on 32-pound manila-colored paper
- 5.6.3 Cover shall be twice the width of other pages (18" wide x 5.5" long).
- 5.6.4 Cover shall be folded as to allow placement between information packets separating first set from second set.
- 5.6.5 Cover shall contain two (2) calendar years on one (1) side and violation descriptions printed on other sides of wraparound cover as identified according to page layout design. Blackout dates will be provided as needed.

DEPARTMENTS, CONTINUED:

5.0 NON-TRAFFIC TICKET INFORMATION PACKET (CONTINUED):

5.7 PACKAGING

- 5.7.1 Information packets shall be packed in boxes of 50 books or per arrangement with the Municipal Courts.
- 5.7.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity within the boxes through the awarded term.
- 5.7.3 Information packets shall be bound twenty (20) per book.

NON-TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Instruction Page (Front)

5.5 inches

INSTRUCTIONS: Failure to resolve your citation(s) by selecting one of the following options before your scheduled court date may result in (1) Issuance of a warrant for your arrest and an ADDITIONAL CHARGE FOR FAILURE TO APPEAR [with a fine of \$200], (2) Denial of the renewal of your Driver's License, (3) Denial of the registration or re-registration of any motor vehicle, and (4) an ADDITIONAL DPS NOTIFICATION FEE OF \$30 PER VIOLATION.

Your Options to Pay or Resolve This Ticket:

- **Schedule of fines:** See page 2.
- **Pay by Mail:** Use the attached envelope to send a personal check, cashier's check, or money order payable to: "City of Houston Municipal Courts." Do NOT send cash. See instructions on page 2.
- **Pay Online:** Visit www.houstoncourts.org and Click "Online Ticket Payments."
- **Pay with Credit Card:** See instructions on page 2 and page 4.
- **Pay with Western Union:** Cash payment, see instructions on page 4.
- **Pay in Person:** At any of the locations listed on page 2. For other locations call 311 or (713) 837-0311 or visit www.houstoncourts.org.
- **Consequences of Neglecting This Ticket:** See page 3.
- **Juvenile Appearance Requirements:** See page 3.
- **Juvenile Warning:** See page 3.
- **Contesting Your Ticket:** See instructions and fill out "Plea of Not Guilty" on page 3.

RETAIN FOR YOUR RECORDS

Check one of the following: Payment Online
 Payment by Mail
 Payment by Credit Card
 Payment by Western Union
 Payment in Person
 Contest Ticket

Citation number: _____

Date issued: _____

8 inches

Indicate Preferences: **DO NOT PRINT**

5.5 inches

Have Questions? Dial 311 or (713) 837-0311
 Automated information available 24 hours a day.
Para mas información en español llame a 311 o (713) 837-0311.

The City of Houston is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request. For further information or if you need accommodations due to a disability call 311 or (713) 837-0311 or visit our website at www.houstoncourts.org. Telecommunications for the Deaf (TDD) call (713) 247-8591. page 1

Instruction Page (Back)

SCHEDULE OF FINES

Fine amounts are subject to change.
 Fine amounts include all court costs as mandated by the state legislature.
 For fine amounts not listed, visit www.houstoncourts.org or call 311 or (713) 837-0311.
 Telecommunications for the Deaf (TDD) call (713) 247-8591.

Conduct Violations	Litter Violations
Noise in Public or Private - City Ordinance	Deposit Litter Unlawfully
Misdemeanor Assault	Allow Trash to Remain at Curbside prior to Schedule (1st Offense)
Disorderly Conduct - Abusive Language / Threat	Allow Trash to Remain at Curbside prior to Schedule (2nd Offense)
Fighting in a Public Place	Failure as Owner / Occupant to remove Trees or Building Material
Urinate / Defecate in a Public Place	Accumulation of Weeds, Brush, or Rubbish
Animal Violations	Miscellaneous Violations
No Dog / Cat License	Peddler Ordinance - Selling Goods without Merchant Vendor License
Fail to Have Dog / Cat Vaccinated	As Parent / Guardian, Allow Minor to Violate Curfew Hours
Other Dog / Cat Violations	(Sign Ordinance) Erect, Relocate Sign without written permit
Failure to Surrender Rabid Animal to Health Officer	Open Container of Alcohol in Motor Vehicle
Operate Kennel without a License	Misdemeanor Theft
Food Establishment Violations	Public Intoxication
Food Ordinance - No Food Dealers Permit	Consumption of Alcohol on Unlicensed Premises
Fail to Display Permit	Possession of Fireworks
Make Ice in Unapproved for Machine	Building Code - fail to Post Certificate of Occupancy or No Certificate of Occupancy
Fail to Control Insects / Rodents	Fine Code - Fail to Have all Exit Doors Openable from Inside
Fail to Keep Food Free from Contamination	
Internal Temperatures of Potentially Hazardous Food at Improper Temperature	

Paying Before Your Court Date

Mail
 You may pay your fine(s) by sending a personal check, cashier's check, or money order payable to: "City of Houston Municipal Courts." Do NOT send cash. Use the envelope attached to this ticket.

Online
 You may pay your fine(s) online at www.houstoncourts.org. You may use MasterCard, Visa, Discover, or American Express.

Credit Card
 You may state your fine(s) by MasterCard, Visa, Discover, or American Express. Complete the form attached to this ticket on page 4, sign it, use the envelope attached to this ticket and mail it to the City of Houston Municipal Courts, 1400 Labock, Houston, TX 77060-1556, or call 311 or (713) 837-0311 to make a credit card payment by phone.

Western Union
 You may pay your fine(s) by using Western Union's "Quick Collect" Delivery Service.

In Person
 You may pay before your scheduled court date and time at any of the following locations and times:

- Municipal Courts, 1400 Labock,**
7 A.M. to 10 P.M., Monday - Saturday
- E.J. Stringfellow Command Station 8300 Mykawa Rd.,** 8 A.M. to 5 P.M., Monday - Friday
- Westside Command Station, 3203 L. Dairy Ashford**
8 A.M. to 5 P.M., Monday - Friday
- Houston Fire Station 102 (Kingwood),**
4102 West Lake Houston Pkwy,
8 A.M. to 4 P.M., Thursdays only
- HPD Clear Lake Substation, 2855 Bay Area Blvd.,**
8 A.M. to 4 P.M., Thursdays only
- HPD North Command Station (Acres Homed)**
1455 West Montgomery Road
8 A.M. to 4 P.M., Fridays only

Allow 10 days from the violation date before coming to or calling the Court. Please be properly dressed. Shorts and tank tops are not permitted in Court.

page 2

8 inches

Indicate Preferences: **DO NOT PRINT**

5.5 inches

10/09

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NON-TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Contesting Your Ticket Page (Front)

Contesting Your Ticket

You may appear at one of the locations listed on page 2. Appear at least 2 working days before your Court date to set your case for trial, appear in Court as scheduled, or fill out the "Plea of Not Guilty by Mail" on page 3 and mail it to the City of Houston Municipal Courts using the attached envelope.

Consequences of Neglecting This Ticket

Failure to pay your fine on or before your Court date or failure to appear by your scheduled Court date and time will result in:

1. A warrant issued for your arrest (\$50 warrant fee plus additional fees);
2. A separate charge of Failure to Appear filed (\$300);
3. Denial of Driver's License issuance or renewal and denial of vehicle registration. To clear your Driver's License or registration, you must pay a \$10 DPS notification fee for each case;
4. Referral to a collections vendor will result in an additional collection fee of 30% of total fine.

If you miss your scheduled Court date, you may appear at the Public Service Center, City of Houston Municipal Courts, 1400 Lubbock, Monday - Saturday, 7 A.M. to 10 P.M., to pay the fine or post bond to reschedule a new Court date.

Inability to pay the fine is not an excuse for failing to appear. Fine payment arrangements can be made at the time of appearance.

Juvenile Appearance Requirements

If you are a juvenile (under 17 years of age) and you have been charged with a Penal Code or City Ordinance violation including a traffic ticket, State Law requires that you must appear in Court with a parent or legal guardian. You may not pre-pay your fine. A juvenile who fails to appear in Court may have his/her Driver's License suspended.

Juvenile Warning

A child and parent required to appear before the Court have an obligation to provide the Court in writing with the current address and residence of the child. The obligation does not end when the child reaches age 17. Before the seventh day, after the date the child or parent changes residence, the child or parent shall notify the Court of the current address. A violation of this subsection may result in arrest and is a Class C misdemeanor. The obligation to provide notice terminates on discharge and satisfaction of the judgment or final disposition not requiring a finding of guilt.

Plea of "Not Guilty" By Mail

You have a right to a jury trial, unless you give up that right and request a judge trial. You will be set for a Pre-trial Conference where your options will be to show proof, pay the fine or obtain a trial setting.

If you wish to set your case for trial, check one of the following options, complete and sign this form, and mail it to the City of Houston Municipal Courts.

Check One:

I plead "Not Guilty," give up my right to a jury trial, and request a judge trial.

I plead "Not Guilty" and request a jury trial.

Citation Number _____

Description of Violation(s) _____

Name _____

Phone _____ Date of Birth _____/_____/_____

Address _____

City _____ State _____ Zip _____

Signature _____ Date _____/_____/_____

**All mail should be addressed to: City of Houston Municipal Courts
1400 Lubbock
Houston, TX 77002-1554**

page 3

5.5 INCHES

8 inches

Includes Postage: DO NOT PRINT

Contesting Your Ticket Page (Back)

City of Houston Municipal Courts

Payment Form

You may pay your fine(s) amount due with credit card by completing the information below.

- You must include a copy of this ticket and this completed Payment Form.
- The Total Amount Charged Will Be The Total Amount Due.
- If mailed after my Court date, I agree to pay the additional \$300 for Failure to Appear, charged to my credit card.

Circle One: MasterCard Visa American Express Discover

Credit Card # _____

Expiration Date _____ Name _____
On Card _____

Cardholder Signature _____ Date _____/_____/_____

Cardholder Social Security # _____

Your Name _____
First Last Middle Initial

Address _____

City _____ State _____ Zip _____

Home Phone _____
Work Phone _____

Cardholder's Signature _____ Date _____/_____/_____

Disputed Credit Card Charges or Stop Payment of Check can result in a warrant for your arrest for non-payment of the judgment. A collections vendor will be notified and will result in an additional 30% collection fee.

Western Union "Quick Collect" Delivery Service

Instructions

You may pay your fine(s) by using Western Union's convenient "Quick Collect" Delivery Service. Your payment will be delivered to the Court and usually applied within twenty-four (24) hours.

Check your local telephone directory for the nearest Western Union location or call Western Union's Agent Locator Service at 1-800-325-6000.

- Bring this notice to a Western Union location.
- Obtain and fill out a BLUE "Quick Collect" form, available at the Western Union location.
- Tell the Western Union Agent that you wish to send a "Quick Collect" payment.
- Give the Western Union Agent your CASH PAYMENT.
- Give the Western Union Agent the following information:
Pay to: City of Houston Municipal Courts
Code City: Ticket State: TX, Citation # _____

If for any reason the Court cannot process your payment from Western Union, the payment will be rejected and returned. It will then be your responsibility to seek a refund from Western Union.

Late Payment Information and Consequences

Payments are considered late if postmarked after the scheduled Court date. A separate charge of Failure to Appear (FTA) will be filed. The fine for this FTA is \$200. If you send payment after your Court date, add \$200 to the amount sent and be aware that you are subject to arrest until the payment has been processed and accepted by the Court.

page 4

5.5 INCHES

8 inches

Includes Postage: DO NOT PRINT

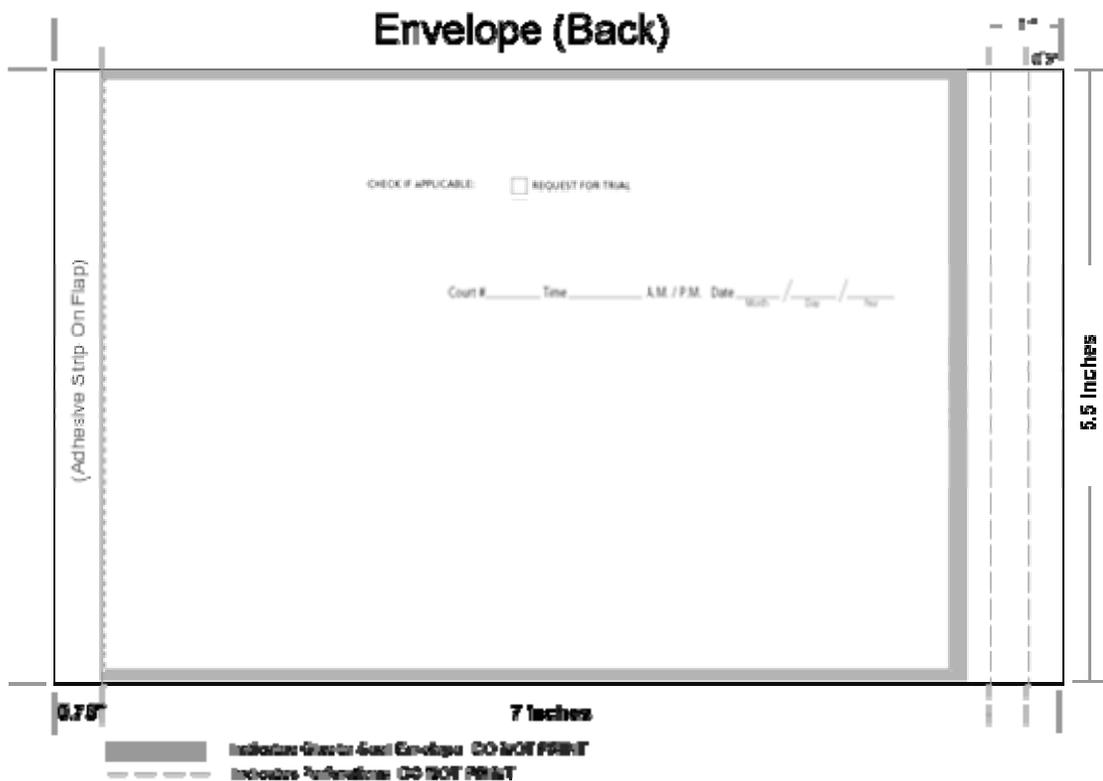
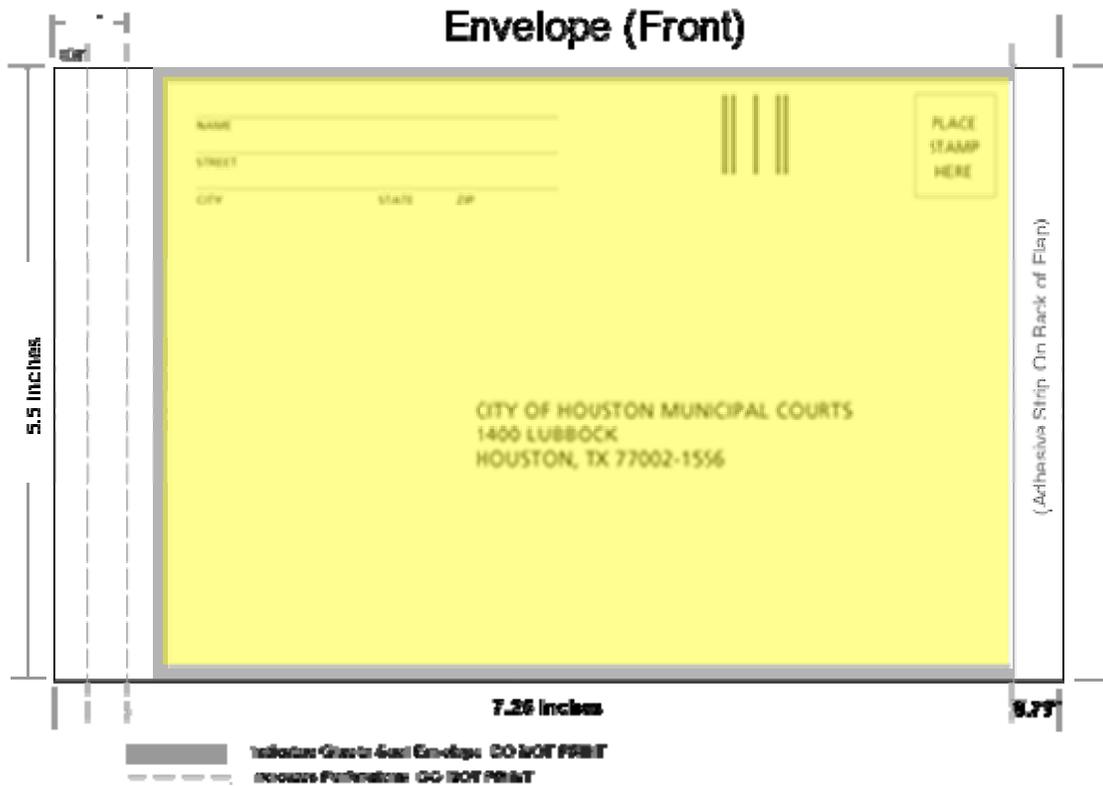
10/09

Page 35 of 75

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

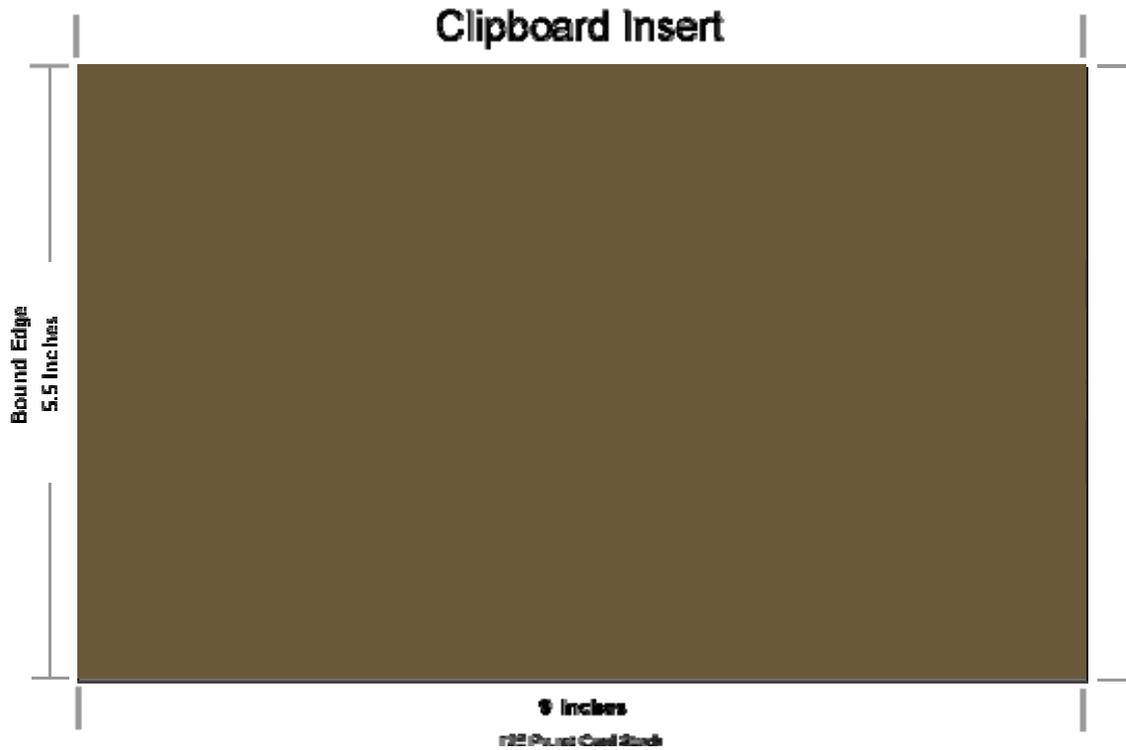
NON-TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



NON-TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

NON-TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Non-Traffic Wraparound Cover (Front)



Non-Traffic Wraparound Cover (Back)



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

6.0 SPANISH – TRAFFIC TICKET INFORMATION PACKET:

6.1 INSTRUCTION PAGE:

- 6.1.1 Page shall be printed on 20-pound white paper
- 6.1.2 Page size shall be 9" wide x 5.5" long.
- 6.1.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 6.1.4 Pages shall be printed on both sides with red and black ink with yellow and gray shading on front side, and red and black ink with gray and pink shading on the back side.

6.2 DRIVING SAFETY COURSE PAGE:

- 6.2.1 Paper shall be printed on 20-pound white paper.
- 6.2.2 Page size shall be 9" wide x 5.5" long.
- 6.2.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 6.2.4 Pages shall be printed on both sides with red, black and gray ink.

6.3 DEFERRED DISPOSITION APPLICATION PAGE:

- 6.3.1 Page shall be printed on 20-pound white paper
- 6.3.2 Page size shall be 9" wide x 5.5" long.
- 6.3.3 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 6.3.4 Pages shall be printed on both sides with red and black ink with some gray shading.

6.4 ENVELOPE ISSUED TO CITIZEN:

- 6.4.1 Two vertical perforations shall be 0.5" and 1" from the left side of page.
- 6.4.2 Envelope shall consist of two pages with 1/8" glue lines placed along the top, inside the perforation lines at the left-side, and on the bottom side of envelope. The glue lines shall fully secure the front to the back side of the envelope.
- 6.4.3 Envelope front page shall be printed on 20-pound fluorescent pink paper.
- 6.4.4 Envelope back page shall be printed on 20-pound white paper.
- 6.4.5 Front-side of envelope shall be 8.25" wide x 5.5" long, with a 0.75" flap on right-side of envelope. Flap shall fold over to back-side of envelope so that user can seal by "peel and stick" adhesive strip.
- 6.4.6 Return address shall be printed on the front-side of the envelope.
- 6.4.7 Postal barcode shall be printed on front bottom of envelope.
- 6.4.8 Back page of envelope size shall be 8" wide x 5.5" long.
- 6.4.9 Envelope shall be printed with black ink on front and back.

6.5 BINDING DESCRIPTION

- 6.5.1 Book shall be bound at left side and binding shall be made up of clipboard insert and wraparound cover, printed with black ink.
- 6.5.2 The clipboard insert shall be blank, 125-pound card stock, and the second to last page in the book.
- 6.5.3 The wraparound cover shall be white paper and the last page in the book.
- 6.5.4 The current and subsequent year calendar shall be printed with black ink on the back of the wraparound cover (formatted alongside each other) and printed in black ink. Blackout dates will be provided.

6.6 CLIPBOARD INSERT

Clipboard insert shall be blank, 125-pound card stock, and the second to last page in book.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

6.0 SPANISH – TRAFFIC TICKET INFORMATION PACKET (CONTINUED):

6.7 WRAPAROUND COVER

- 6.7.1 Cover shall be printed with black ink.
- 6.7.2 Cover shall be printed on 32-pound white-colored paper
- 6.7.3 Cover shall be twice the width of other pages (18" wide x 5.5" long).
- 6.7.4 Cover shall be folded as to allow placement between information packets separating first set from second set.
- 6.7.5 Cover shall contain two (2) calendar years on one (1) side printed according to layout design. Blackout dates will be provided as needed.

6.8 PACKAGING

- 6.8.1 Information packets shall be packed in boxes of 50 books, or per arrangement with the Municipal Courts.
- 6.8.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity within the boxes throughout the awarded term.
- 6.8.3 Information packets shall be bound twenty (20) per book.

SPANISH – TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Instruction Page - Spanish (Front)

5.5 inches

INSTRUCCIONES:

Si no selecciona una de las siguientes opciones para solucionar su boleta de multa judicial antes de la fecha de comparecencia prevista, se podrá (1) emitir una orden judicial de arresto y aplicarse un CARGO EXTRA POR NO COMPARECER (con una multa de \$212); (2) negar la renovación de su licencia de conducir; (3) negar la matrícula o renovación de la matrícula de vehículo y (4) aplicar un CARGO EXTRA DE NOTIFICACION DEL DPS (Departamento de Seguridad Pública) de \$30 POR CADA INFRACCION.

8 inches

Sus opciones para pagar o solucionar esta multa:

- Lista de multas: Consulte la página 2.
- Pago por correo: Envíe un cheque personal, cheque bancario o giro postal en el sobre adjunto, pagadero a: "City of Houston Municipal Courts." No envíe efectivo. Consulte las instrucciones en la página 4.
- Pago por internet: Visite www.houstoncourts.org y seleccione a "Online Ticket Payments."
- Pago con tarjeta de crédito: Consulte las instrucciones en las páginas 4 y 6.
- Pago por teléfono: Llame al 311 o al (713) 837-0311. Pueden también llamar a las cortes al (713) 731-3960 de 8 am a 10 pm, de lunes a sábado. Consulte la página 4.
- Pago a través de Western Union: Pago en efectivo, consulte las instrucciones en la página 6.
- Pago en persona: En cualquiera de los lugares indicados en la página 4. Para otras ubicaciones, llame al 311 o al (713) 837-0311, o visite www.houstoncourts.org.
- Solicitud de curso de seguridad de tránsito: consulte la página 3.
- Solicitud de sentencia diferida: Consulte la página 5.
- Consecuencias de ignorar esta multa: Consulte la página 4.
- Requisitos de comparecencia de menores de edad: Consulte la página 4.
- Advertencia para menores: Consulte la página 4.
- Impugnación de su multa: Consulte las instrucciones en la página 4 y llene la "Declaración de Inocencia" en la página 4 y 5.

CONSERVE PARA SU REFERENCIA

Marque uno de los siguientes:

Pagar por internet

Pagar por correo

Pago con tarjeta de crédito

Pago a través de Western Union

Pago en persona

Impugnación de la multa

Número de citación judicial: _____

Fecha de emisión: _____

¿Tiene preguntas? Marque al 311 o al (713) 837-0311
 Información automatizada disponible las 24 horas al día
para más información en español llame al 311 o (713) 837-0311.

La Ciudad de Houston está comprometida a cumplir con la Ley de Americanos con Discapacidades (ADA). Se efectuarán disposiciones razonables y se brindará igual acceso a comunicaciones si así lo solicita. Para obtener más información o si necesita arreglos especiales debido a una discapacidad, llame al 311 o al (713) 837-0311, o visite nuestro sitio del internet www.houstoncourts.org. Telecomunicación para sordos (TDD): llame al (713) 247-6991.

página 1

----- **Inchós Profesionales: DO NOT PRINT** -----

Instruction Page - Spanish (Back)

LISTA DE MULTAS

Los montos de las multas incluyen todas las costas judiciales establecidas por la legislatura estatal. Los montos de las multas están sujetos a cambio. Si desea consultar montos de multas que no operen en la lista, visite www.houstoncourts.org o llame al 311 o al (713) 837-0311. Telecomunicación para sordos (TDD): llame al (713) 247-6991.

MULTAS POR HORAS SOBRE EL LIMITE	Exceso de velocidad (por hora)			
1 - 5 M.P.H.	\$100	\$210	\$200	
6 - 10 M.P.H.	\$180	\$230	\$200	
10 - 14 M.P.H.	\$180	\$245	\$200	
15 - 18 M.P.H.	\$240	\$265	\$200	
20 - 29 M.P.H.	\$320	\$285	\$200	
30 M.P.H. y más	\$400	\$325	\$200	

Infracciones sin accidentes

Pasar con luz roja o pasar en una señal de alto: \$200

Desobedecer una señal de giro obligatorio: \$100

Cambiar de carril en forma negligente: \$100

Conducir de noche en los límites de visibilidad: \$100

Infracción sobre el límite de velocidad (para vehículos de más de tres ejes): \$170

No tener título de licencia de un vehículo / renunciar licencia: \$100

No cambiar la dirección en la franja de conducir: \$100

Infracciones de equipamiento (vehículo no comercial)
 (Baterías / luces falladas / frenos, amortiguadores, espejos, etc.): \$100

Infracciones sobre el cinturón de seguridad

Cinturón de seguridad, adulto: \$100

Cinturón de seguridad, adulto, vehículo comercial: \$200

Cinturón de seguridad, infracciones de seguridad para todos: \$200

Infracciones con accidentes

Todas las infracciones en un accidente con accidente: \$200

Infracciones varias

Exceso de bebida alcohólica aliento en un vehículo motorizado: \$270

Delito menor de furto: \$300

Estrada en público: \$200

Consumo de alcohol en lugares no licenciados: \$270

Prohibido de fumar artificios: \$420

Las siguientes infracciones pueden abatearse con un curso de capacitación (Consulte las instrucciones en la página 4)

No tener licencia de conducir (Prohibe a falta de permitas para conducir vehículos): \$100

No tener documento de inscripción vehicular (no corresponde a un vehículo comercial): \$100

No tener matrícula del vehículo (no corresponde a un vehículo comercial): \$100

No tener seguro de responsabilidad: \$200

No tener seguro de responsabilidad (depende a posterior infracción): \$470

SEGUIR LA LEY DE RESPONSABILIDAD DE SEGURO PARA VEHICULOS REGISTRADOS DE TEXAS. SE SUSPENDERÁ LA LICENCIA DE CONDUCIR Y LA MATRÍCULA DEL VEHICULO MOTORIZADO DE UN PROPIETARIO CONDENADO DOS O MÁS VECES POR LA MISMA INFRACCION A MENOS QUE PRESENTE Y MANTENGA PRUEBA DE RESPONSABILIDAD FINANCIERA ANTE EL DEPARTAMENTO DE SEGURIDAD PUBLICA (DPS) DURANTE DOS AÑOS SIGUIENDO LA FORMA DE LA CIUDAD DE HOUSTON. EL PROPIETARIO PUEDE OBTENER EL REQUISITO DE RESPONSABILIDAD FINANCIERA SI ENTREGA EVIDENCIA SATISFACTORIA EN LA QUE SE DEMUESTRE QUE AL MOMENTO DE EMISIÓN DE LA CITACIÓN JUDICIAL, EL VEHICULO ESTABA COBERTO POR UNA POLIZA DE SEGURO DE RESPONSABILIDAD O QUE ENTREGÓ EVIDENCIA DEL REQUISITO DE RESPONSABILIDAD FINANCIERA.

RECARGOS DEL DEPARTAMENTO DE SEGURIDAD PUBLICA

No establecer responsabilidad financiera: \$2000 o 3 años

No tener fianza de conductor vehículo: \$1000 o 3 años

Comunicación escrita (2 puntos o más en 30 meses): \$100 + \$25 (por cada punto por encima de 6)

Si NO PAGA EL RECARGO o no formaliza en forma oportuna un acuerdo de pago en cuotas, se SUSPENDERÁ su licencia de conducir hasta que pague el recargo y todos los costos afines.

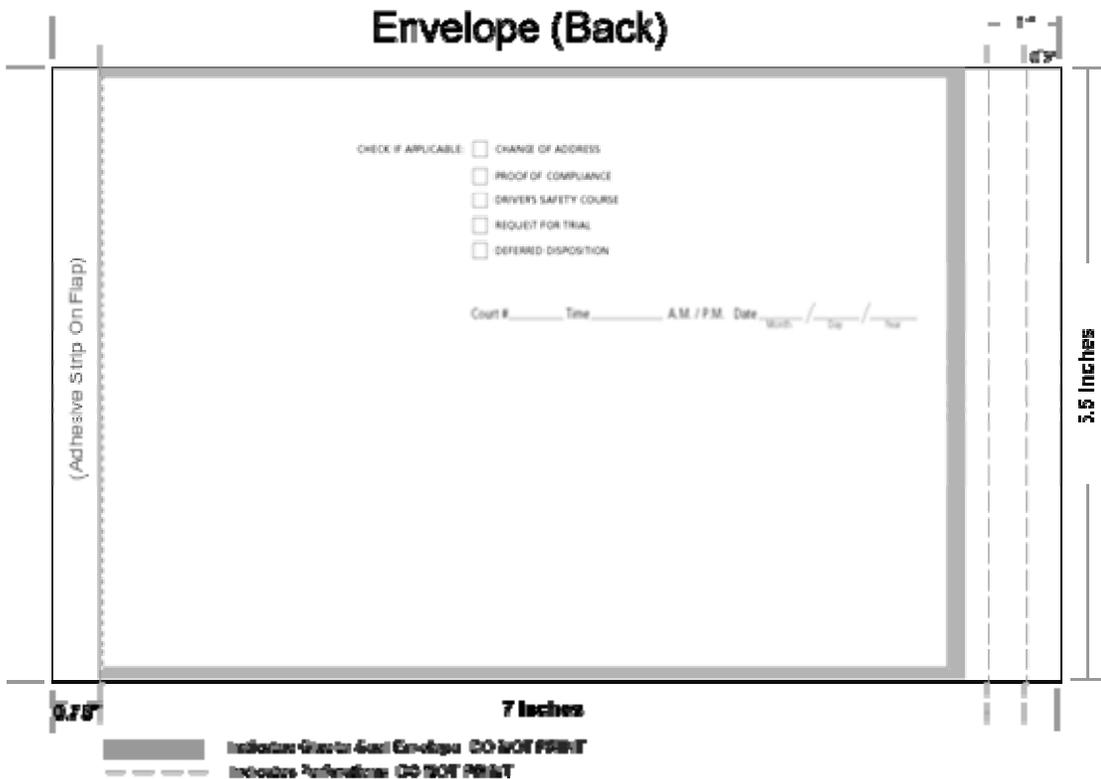
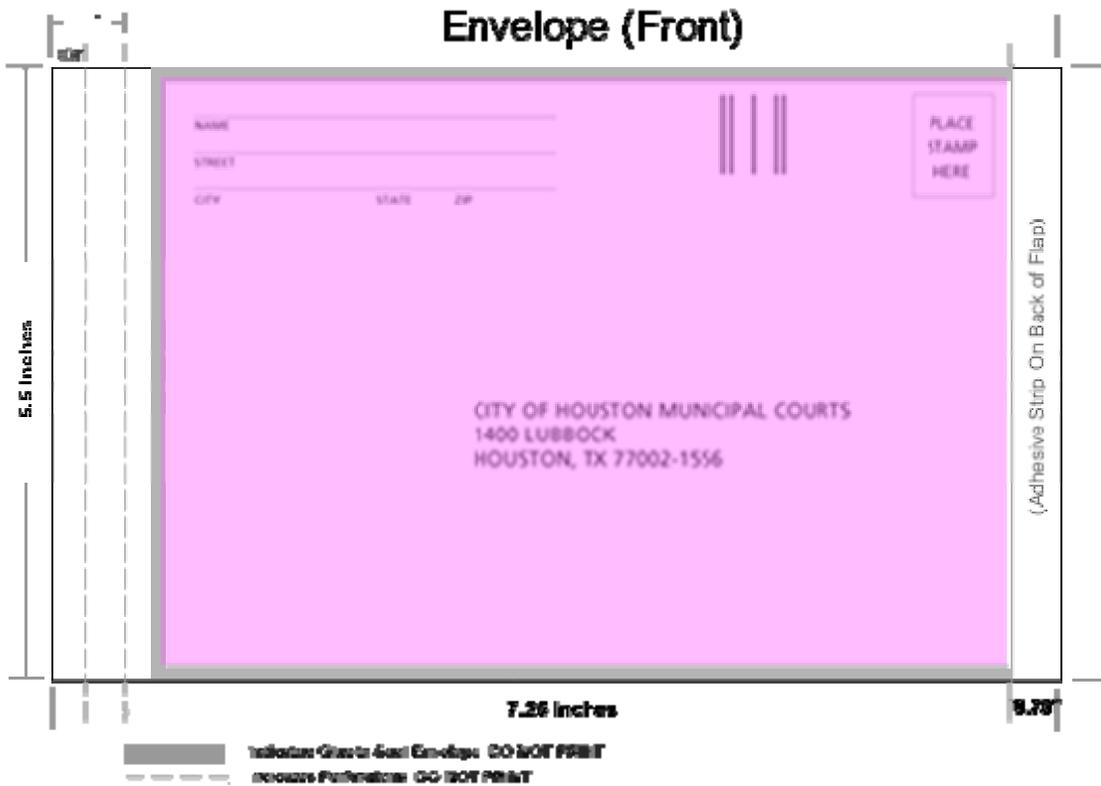
página 2

----- **Inchós Profesionales: DO NOT PRINT** -----

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

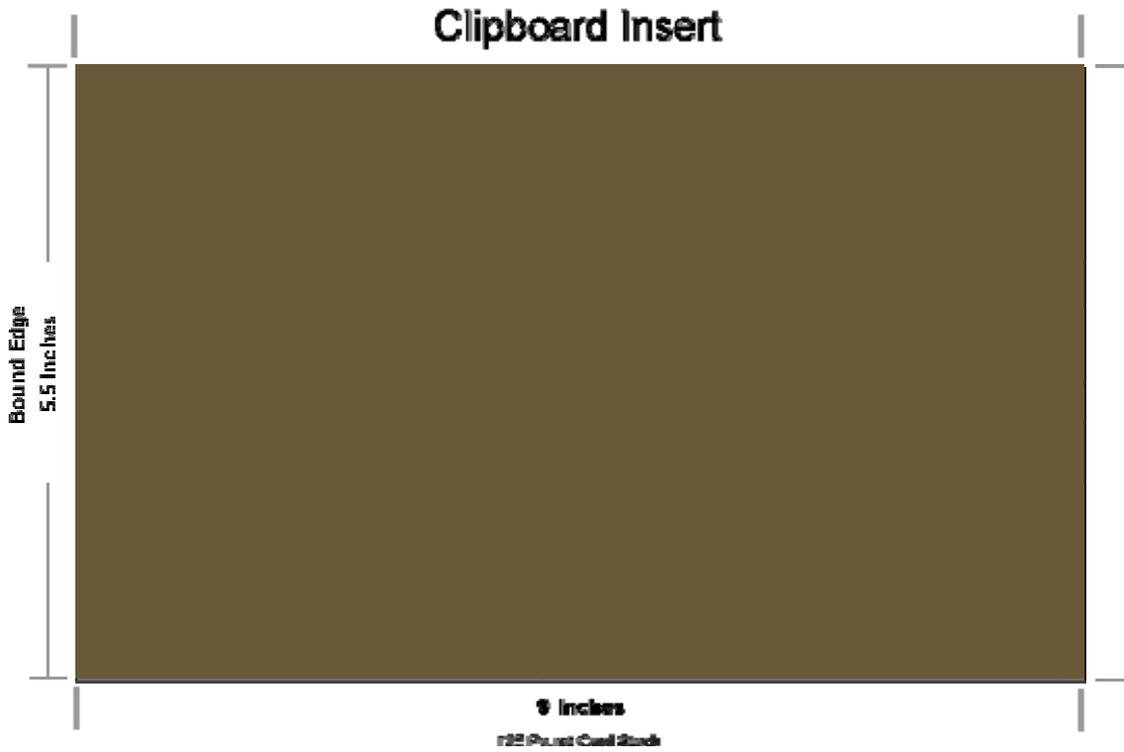
SPANISH – TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change



SPANISH – TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

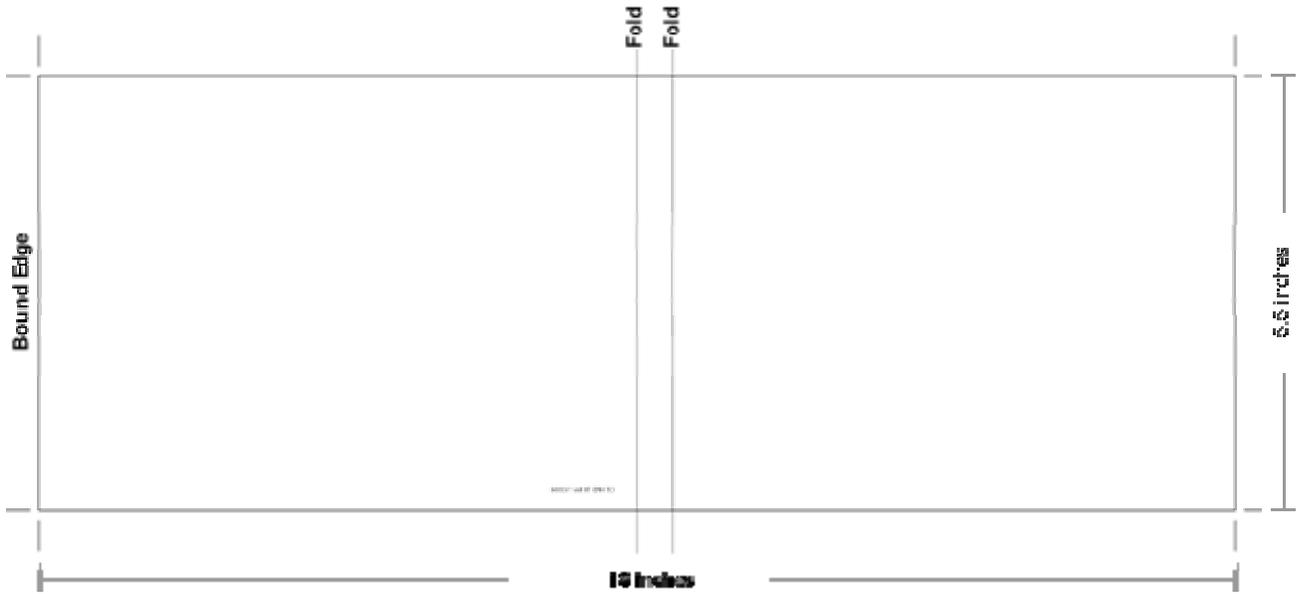


TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

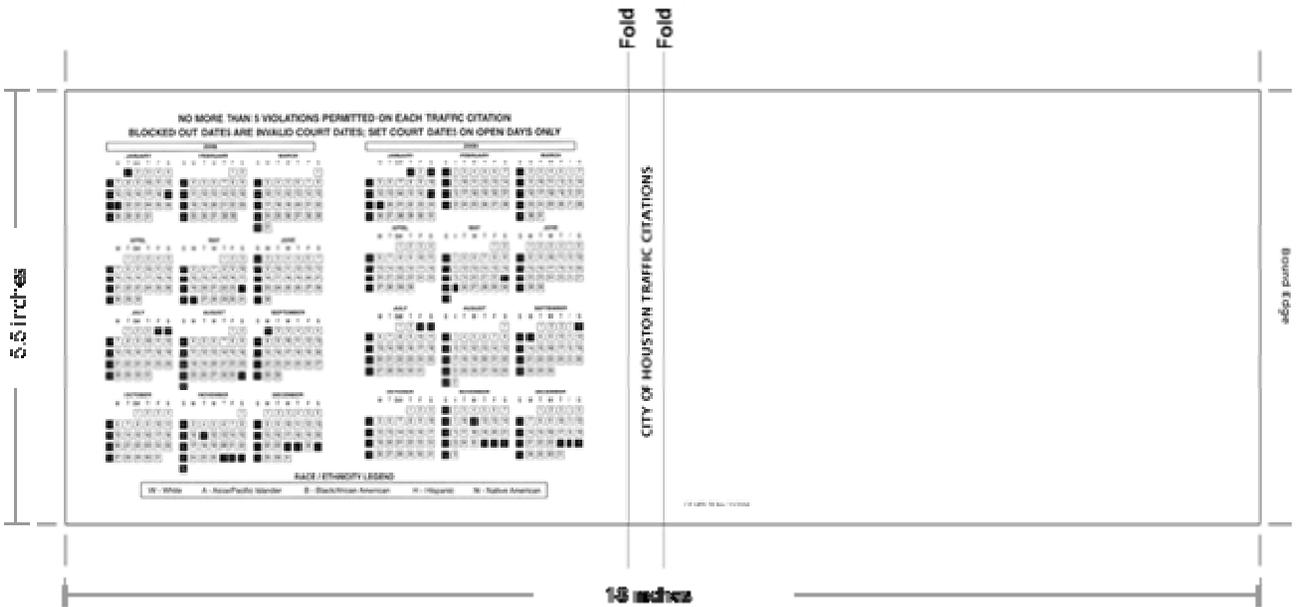
SPANISH – TRAFFIC TICKET INFORMATION PACKET – LAYOUT DESIGN EXAMPLES

Note: text and/or layout may change

Traffic Wraparound Cover (Front)



Traffic Wraparound Cover (Back)



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

7.0 MANUAL PARKING CITATION -- SUPPLIER REQUIREMENTS:

7.1 PRODUCT DESCRIPTION:

- 7.1.1 Supplier will print two (2) pages, front-sides only, and one (1) envelope front and back, per citation.
- 7.1.2 Page shall be printed with black ink.
- 7.1.3 All numbering will be done serially in black-colored ink.
- 7.1.4 All parking citations numbering shall begin with the alpha character "P" as request by the City.

7.2 PAGE 1 TOP PAGE ISSUED TO OFFICE/COURT:

- 7.2.1 Top-sided page shall be printed on 21-pound CB white paper.
- 7.2.2 Page size shall be 4.25" wide x 11.5" long.
- 7.2.3 Horizontal perforation shall be .05" from the top of ticket.
- 7.2.4 White paper shall be printed with black ink with no printing on the back-side.

7.3 PAGE 2 ISSUED TO CITIZEN:

- 7.3.1 Paper weight shall be 17-pounds.
- 7.3.2 Page size shall be 4.25" wide x 11.5" long.
- 7.3.3 Horizontal perforation shall be .05" from the top of ticket.
- 7.3.4 CF pink paper shall be printed with black ink with no printing on back-side.

7.4 PAGE 3 ENVELOPE ISSUED TO CITIZEN:

- 7.4.1 Double-sided envelope shall be printed with black ink on 20-pound fluorescent orange paper.
- 7.4.2 Front-side of envelope: size shall be 4.25" wide x 11.5" long. The .05" flap at bottom of envelope shall fold over to the back-side of envelope to be sealed by moisture.
- 7.4.3 Back-side of envelope: size shall be 4.25" wide and 11.5".
- 7.4.4 Horizontal perforation shall be .05" from the top of envelope.
- 7.4.5 1/8" glue lines shall be placed inside the perforation lines along the top, and the left and bottom sides of the envelope. These glue lines shall adhere, the front to the back of the envelope.

7.5 BINDING

- 7.5.1 Printing required on binder as illustrated in the diagram.
- 7.5.2 Binder shall be 4.25" wide x 11.5" long.
- 7.5.3 Weight shall be 125-pounds on manila stock.
- 7.5.4 The beginning and ending citation numbers contained within each citation book will be printed on the face of the flyleaf. There shall be adequate line space for the "Officer's Name," "Employee Number" and "Date Issued."
- 7.5.5 The flyleaf shall be the first page in the binder.

7.6 FLYLEAF SHEET

- 7.6.1 Detachable flyleaf shall be printed on the topside only with black ink.
- 7.6.2 Weight shall be printed on 32-pound, manila-colored paper, and be vertically perforated at .05" from left side.
- 7.6.3 Flyleaf shall be 4.25" wide x 11.5" long and be perforated at .05".

7.7 PACKAGING

- 7.7.1 Citations shall be packed in boxes of either 50 or 100 books.
- 7.7.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity (within boxes) throughout the awarded term.
- 7.7.3 Citations shall be bound ten (10) sets per book.

PARKING CITATION (Cover)

FB2998qpc.qxp 4/29/2005 9:55 AM Page 3 (Black plate)

P - P

**City of Houston Municipal Courts
PARKING CITATION**

No more than 1 violation allowed
per citation using this form.

This book was signed out to:

(Print)
Last Name _____

(Print)
Last Name _____

Employee No.
(Not Officer #) _____

Today's Date
(Issue Date) _____

Return this form to: City of Houston Municipal Courts
Citation Management Division
1400 Lubbock, 2nd Floor, North Wing
Houston, TX 77002-1556

Return voided citations to the above address.
Send notification of lost / missing citations to the above address.



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

Manual Parking Citation (Page 1) White (Page 2) Pink

FE2998qpc.qxp 4/29/2005 9:55 AM Page 1 (Black plate)

Ticket #
P



PARKING CITATION
City of Houston Municipal Courts
Parking Adjudication Office
1400 Lubbock
Houston, TX 77002-1556

You have been charged with a violation of the City of Houston Municipal Ordinance and/or the Texas Vehicle Code regulating the parking of motor vehicles. Vehicles with outstanding parking violations may be booted and/or towed pursuant to the applicable City Ordinance.

Violation Date _____ / _____ / _____ Time _____ : _____ A.M.
Month Day Year Emp.

Name _____ Emp. No. _____

Location _____ Agency _____

License Plate # _____ State _____ Vehicle Make _____

VIN # _____

CODE	VIOLATION	CURRENT FINE	FINE AFTER 45 DAYS
PK-1	<input type="checkbox"/> Parking meter expired - meter number:	\$25	\$50
PK-2	<input type="checkbox"/> Overtime pkg. _____ AM to _____ AM	\$25	\$50
PK-3	<input type="checkbox"/> Not parked wholly within space	\$25	\$50
PK-4	<input type="checkbox"/> Parked on wrong side of street	\$25	\$50
PK-5	<input type="checkbox"/> Parked on street more than 24 hours	\$25	\$50
PK-6	<input type="checkbox"/> Parked non-commercial vehicle in truck zone	\$35	\$60
PK-7	<input type="checkbox"/> Parked in bus zone	\$45	\$70
PK-8	<input type="checkbox"/> Parked in a reserved zone	\$40	\$70
PK-9	<input type="checkbox"/> Parked in a fire lane	\$300	\$350
PK-10	<input type="checkbox"/> Parked in emergency no parking zone	\$55	\$75
PK-11	<input type="checkbox"/> Parked blocking private driveway	\$35	\$60
PK-12	<input type="checkbox"/> Parked within 15 feet of fire hydrant	\$100	\$150
PK-13	<input type="checkbox"/> Blocking or parking on sidewalk	\$35	\$60
PK-14	<input type="checkbox"/> Parked within 20 feet of crosswalk-intersection	\$35	\$60
PK-15	<input type="checkbox"/> Parked within 50 feet of rail crossing	\$35	\$60
PK-16	<input type="checkbox"/> Parked in a tow-away zone	\$65	\$100
PK-17	<input type="checkbox"/> No parking anytime	\$35	\$60
PK-18	<input type="checkbox"/> Parked in a school zone	\$50	\$75
PK-19	<input type="checkbox"/> Other parking violation:	\$35	\$60
PK-20	<input type="checkbox"/> Parked more than 18" from right-hand curb	\$35	\$60
PK-21	<input type="checkbox"/> Parked in handicapped zone	\$205	\$410
PK-22	<input type="checkbox"/> Commercial veh. parked between 2 A.M. & 6 A.M.	\$55	\$75
PK-23	<input type="checkbox"/> Parked trg. veh. in res. dist.	\$55	\$75
PK-24	<input type="checkbox"/> Parked in fire zone	\$125	\$175
PK-25	<input type="checkbox"/> Other fire code parking violation:	\$300	\$350
PK-26	<input type="checkbox"/> Trailer/semitrailer parked on street over 2 hours	\$55	\$75
PK-27	<input type="checkbox"/> Parked on parkway where prohibited by sign	\$55	\$75
PK-28	<input type="checkbox"/> Parked obstructing street	\$35	\$60
PK-29	<input type="checkbox"/> Double parked	\$35	\$60
PK-30	<input type="checkbox"/> Parked not at a meter in a metered zone	\$25	\$50
PK-36	<input type="checkbox"/> Parking non-comm veh. in CVLUZ during posted hours of operation	\$250	\$350
PK-37	<input type="checkbox"/> Using a CVLUZ for any purpose other than expeditiously loading/unloading	\$250	\$350
PK-38	<input type="checkbox"/> Parking in a CVLUZ without either displaying current / valid CV permit or paying metered fee	\$300	\$400

LISTED FINES INCLUDE ALL MANDATED COURT COSTS AND FEES

NOTES:

Manual Parking Citation Instructions

FE2998qpc.qxp 4/29/2005 9:55 AM Page 5 (Black plate)

PAYMENT IS DUE WITHIN 45 DAYS OF VIOLATION. AFTER 45 DAYS, PAY LATE PAYMENT AMOUNT (SEE FRONT OF TICKET).

CIRCLE ONE: Mastercard Visa American Express Discover

Credit Card # _____ Exp. Date _____
Month / Year

Name _____
On Card _____
Cardholder (Print) _____

Signature _____ Date _____
Month / Day / Year

Cardholder Social Security # _____

Address _____
City _____ State _____ Zip _____

Home Phone _____ Work Phone _____

Your Name _____
Print FIRST M.I. LAST

TEAR ALONG THIS EDGE. DISCARD THIS SECTION IF NOT PAYING BY CREDIT CARD.

INSTRUCTIONS FOR PAYING YOUR TICKETS MAKE PAYMENT OUT TO CITY OF HOUSTON MUNICIPAL COURTS

Online: Visit www.houstoncourts.org and click "ONLINE TICKET PAYMENTS"

By mail: Write the ticket number (found on the front of your ticket) on the check or money order. Place the ticket with full amount due in this envelope and affix one first class stamp.

In Person: You may pay at any of our convenient locations:
(1) Municipal Courts, 1400 Lubbock, 7 A.M. to 10 P.M. Mon - Sat.
(2) Westside Command Station, 3202 S. Dairy Ashford, 8 A.M. to 5 P.M. Mon - Fri.
(3) E.J. Stringle/ow Command Station, 8300 Mykawa Road, 8 A.M. to 5 P.M. Mon - Fri.
For other locations call 311 or (713) 837-0311 or visit www.houstoncourts.org

By Western Union "Quick Collect" Delivery Service: To make a cash payment through Western Union, check your local telephone directory for the nearest location or call Western Union's Agent Locator Service at 1-800-325-6000.

By Credit Card: All pending fines can now be paid by MasterCard, Visa, Discover or American Express. Simply fill out the attached form, place it in this envelope with your ticket, and mail it to the Court as addressed. You may also call 311 or (713) 837-0311 to pay by phone.

Late Payments: Payments are considered late if postmarked after 45 days. If payment is sent late, a higher fine is due. Check the front of the ticket for the late payment amount.

Contesting Your Ticket: You have the right to an instant hearing. You or your attorney must appear in person within 45 days of issuance to request a hearing on the citation at the Parking Adjudication Office, basement, 1400 Lubbock, 9 A.M. to 8 P.M. Mon - Fri.

Failure to Pay or Contest: Failure to pay or failure to appear within 45 days of issuance of the citation shall be considered an admission of liability and an order shall be issued on that basis resulting in additional fines. Such order may be enforced by impounding the vehicle, booting the vehicle, additional fines, denial of parking permits, and/or refusal to allow registration of the vehicle. **Delinquent fines referred to a collections vendor will include a 30% collection fee in addition to the total amount owed after 45 days.**

For further information call 311 or (713) 837-0311
Para mas informacion en espanol llame a 311 o (713) 837-0311
TDD hearing impaired call (713) 247-8591
If you need accommodations due to an impairment please call 311 or (713) 837-0311

**Manual Parking Citation – Envelope
Fluorescent Orange**

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PLACE TICKET & PAYMENT IN THE ATTACHED ENVELOPE
**DISPUTED CREDIT CARD CHARGES OR STOP
PAYMENTS OF CHECKS WILL BE REFERRED TO A
COLLECTIONS VENDOR AND WILL RESULT IN AN
ADDITIONAL 30% COLLECTION FEE.**
SEE BACK OF ENVELOPE FOR PAYMENT INSTRUCTIONS

TEAR ALONG THIS EDGE. DISCARD THIS SECTION IF NOT PAYING BY CREDIT CARD.

NAME _____
STREET _____
CITY _____ STATE _____ ZIP _____
CHECK IF APPLICABLE: RECENT CHANGE OF ADDRESS

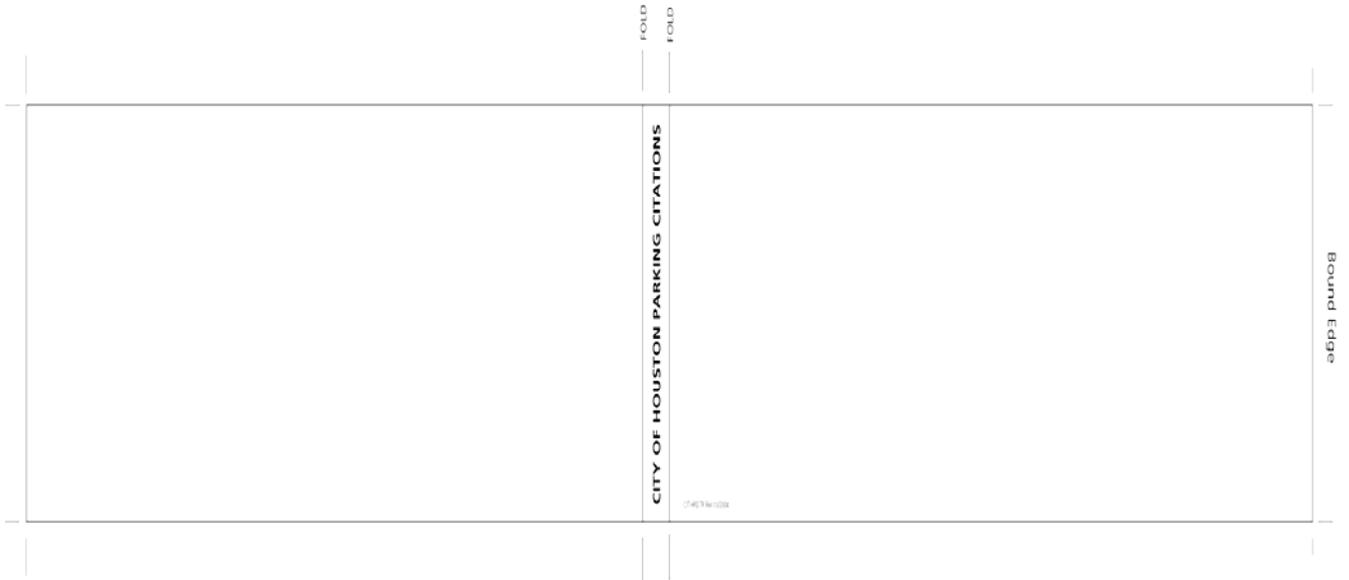
CITY OF HOUSTON MUNICIPAL COURTS
PO BOX 4997
HOUSTON, TX 77210-4997

FIRST CLASS
POSTAGE
REQUIRED



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

Manual Parking Citations
Wraparound Cover



8.0 HANDHELD PARKING CITATION -- SUPPLIER REQUIREMENTS:

8.1 PRODUCT DESCRIPTION:

- 8.1.1 Supplier will print a one-part citation form, front and back.
- 8.1.2 Colors shall be red ink on the front, and gray on the back.
- 8.1.3 Citations shall be printed on 18-pound white paper.
- 8.1.4 Page size shall be a minimum 2-1/4" wide x 6" long.
- 8.1.5 Citations are to be fan-folded.
- 8.1.6 Horizontal perforation shall be every 6", and the perforation shall separate one citation from each subsequent citation.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

HANDHELD PARKING CITATION with INSTRUCTIONS

TYPE 1

BACK

FRONT

INSTRUCTIONS FOR PAYING YOUR TICKET
MAKE PAYMENT OUT TO CITY OF HOUSTON MUNICIPAL COURTS

Online: Visit www.houstoncourts.org and click "ONLINE TICKET PAYMENTS"

By mail: Write the ticket number (found on the front of your ticket) on the check or money order. Place the ticket with full amount due in this envelope and affix one first class stamp. All payments should be mailed to City of Houston, Municipal Courts Administration, P.O. Box 4997, Houston, Texas 77210-4997

In Person: You may pay at any of our convenient locations:
1. Municipal Courts, 1400 Lubbock, 7 A.M. to 10 P.M. Mon-Sat
2. Westside Command Station, 3202 Dairy Ashford, 8 A.M. to 5 P.M. Mon - Fri.
3. E.J. Stringfellow Command Station, 8300 Mykawa Road, 8 A.M. to 5 P.M. Mon - Fri.
For other locations call 311 or (713)837-0311 or visit www.houstoncourts.org

By Western Union "Quick Collect" Delivery Service: To make a cash payment through Western Union, check your local telephone directory for the nearest location or call Western Union's Agent locator Service at 1-800-325-6000.

By Credit Card: All pending fines can now be paid by MasterCard, Visa, Discover or American Express. Simply fill out the attached form, place it in this envelope with your ticket and mail it to the Court as addressed. You may also call 311 or (713)837-0311 to pay by phone.

Late Payments: Payments are considered late if postmarked after 45 days. If payment is sent late, a higher fine is due. Check the front of the ticket for the late payment amount.

Contesting Your Ticket: You have the right to an instant hearing. You or your attorney must appear in person within 45 days of issuance to request a hearing on the citation, at The Parking Adjudication Office, basement, 1400 Lubbock, 9 A.M. to 7 P.M. Mon - Fri.

Failure to Pay or Contest: Failure to pay or failure to appear within 45 days of issuance of the citation shall be considered an admission of liability and an order shall be issued on that basis resulting in additional fines. Such order may be enforced by impounding the vehicle, booting the vehicle, additional fines, denial of parking permits, and/or refusal to allow registration of the vehicle. **Delinquent fines referred to a collections vendor will include a 30% collection fee in addition to the total amount owed after 45 days.**

For further information call 713/837-0311 or 311.
Para mas información en español llame a 713/837-0311 o al 311.
TDD hearing impaired call 713/247-8591
If you need accommodations due to impairment, please call 713/837-0311 or 311.

ET0503

back of citations

**PARKING CITATION
CITY OF HOUSTON
MUNICIPAL COURT**

You have been charged with a violation of the City of Houston Municipal Ordinance and/or the Texas Vehicle Code regulating the parking of motor vehicles. Vehicles with unresolved delinquent parking citations may be booted and/or towed pursuant to the applicable City Ordinance.

City of Houston
Municipal Courts
P.O. Box 4997 • Houston, Texas 77210-4997
See Reverse Side

front of citations

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

9.0 VOLUNTEER PK21 CITATION -- SUPPLIER REQUIREMENTS:

9.1 PRODUCT DESCRIPTION:

- 9.1.1 Supplier will print two (2) pages, front-sides only, and one (1) envelope front and back per citation.
- 9.1.2 Page shall be printed with black ink.
- 9.1.3 All numbering will be done serially in black-colored ink.
- 9.1.4 All parking citation numbering shall begin with the alpha character "V" as request by the City.

9.2 PAGE 1 TOP PAGE ISSUED TO OFFICE/COURT:

- 9.2.1 Top-sided page shall be printed on 21-pound CB white paper.
- 9.2.2 Page size shall be 4.25" wide x 11.5" long.
- 9.2.3 Horizontal perforation shall be .05" from the top of ticket.
- 9.2.4 White paper shall be printed with black ink with no printing on the back-side.

9.3 PAGE 2 ISSUED TO CITIZEN:

- 9.3.1 Paper weight shall be 17-pounds.
- 9.3.2 Page size shall be 4.25" wide x 11.5" long.
- 9.3.3 Horizontal perforation shall be .05" from the top of ticket.
- 9.3.4 CF pink paper shall be printed with black ink with no printing on back-side.

9.4 PAGE 3 ENVELOPE ISSUED TO CITIZEN:

- 9.4.1 Double-sided envelope shall be printed with black ink on 20-pound fluorescent orange paper.
- 9.4.2 Front-side of envelope size shall be 4.25" wide x 11.5" long. The .05" flap at bottom of envelope shall fold over to the back-side of envelope, to be sealed by moisture.
- 9.4.3 Back-side of envelope size shall be 4.25" wide and 11.5".
- 9.4.4 Horizontal perforation shall be .05" from the top of envelope.
- 9.4.5 1/8" glue lines shall be placed inside the perforation lines along the top and the left and bottom sides of the envelope. These glue lines shall adhere, the front to the back of the envelope.

9.5 BINDING

- 9.5.1 Printing required on wraparound cover as illustrated in the diagram.
- 9.5.2 Binder shall be 4.25" wide x 11.5" long.
- 9.5.3 Weight shall be 125-pounds on manila stock.
- 9.5.4 The beginning and ending citation numbers contained within each citation book will be printed on the face of the flyleaf. There shall be adequate line space for the "Officer's Name," "Employee Number" and "Date Issued."
- 9.5.5 The flyleaf shall be the first page in the binder.

9.6 FLYLEAF SHEET

- 9.6.1 Detachable flyleaf shall be printed on the topside only with black ink.
- 9.6.2 Weight shall be printed on 32-pound, manila-colored paper and be vertically perforated at .05" from left side.
- 9.6.3 Flyleaf shall be 4.25" wide x 11.5" long and be perforated at .05".

9.7 PACKAGING

- 9.7.1 Citations shall be packed in boxes of either 50 or 100 books.
- 9.7.2 Due to inventory requirements, citations must be shipped to the Municipal Courts in the same quantity (within boxes) throughout the awarded term.
- 9.7.3 Citations shall be bound ten (10) sets per book.

Volunteer PK21 Citation (Cover)

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V - V

**City of Houston Municipal Courts
PARKING CITATION**

No more than 1 violation allowed
per citation using this form.

This book was signed out to:

(Print)
Last Name _____

(Print)
Last Name _____

Employee No.
(Not Officer #) _____

Today's Date
(Issue Date) _____

Return this form to: City of Houston Municipal Courts
Citation Management Division
1400 Lubbock, 2nd Floor, North Wing
Houston, TX 77002-1556

Return voided citations to the above address.
Send notification of lost / missing citations to the above address.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

**Volunteer PK21 Citation - Envelope
Fluorescent Orange**

FE2998qpc.qxp 4/29/2005 9:55 AM Page 4 (Black plate)

PLACE TICKET & PAYMENT IN THE ATTACHED ENVELOPE

DISPUTED CREDIT CARD CHARGES OR STOP PAYMENTS OF CHECKS WILL BE REFERRED TO A COLLECTIONS VENDOR AND WILL RESULT IN AN ADDITIONAL 30% COLLECTION FEE.

SEE BACK OF ENVELOPE FOR PAYMENT INSTRUCTIONS

TEAR ALONG THIS EDGE. DISCARD THIS SECTION IF NOT PAYING BY CREDIT CARD.

NAME _____
STREET _____
CITY _____ STATE _____ ZIP _____

CHECK IF APPLICABLE: RECENT CHANGE OF ADDRESS

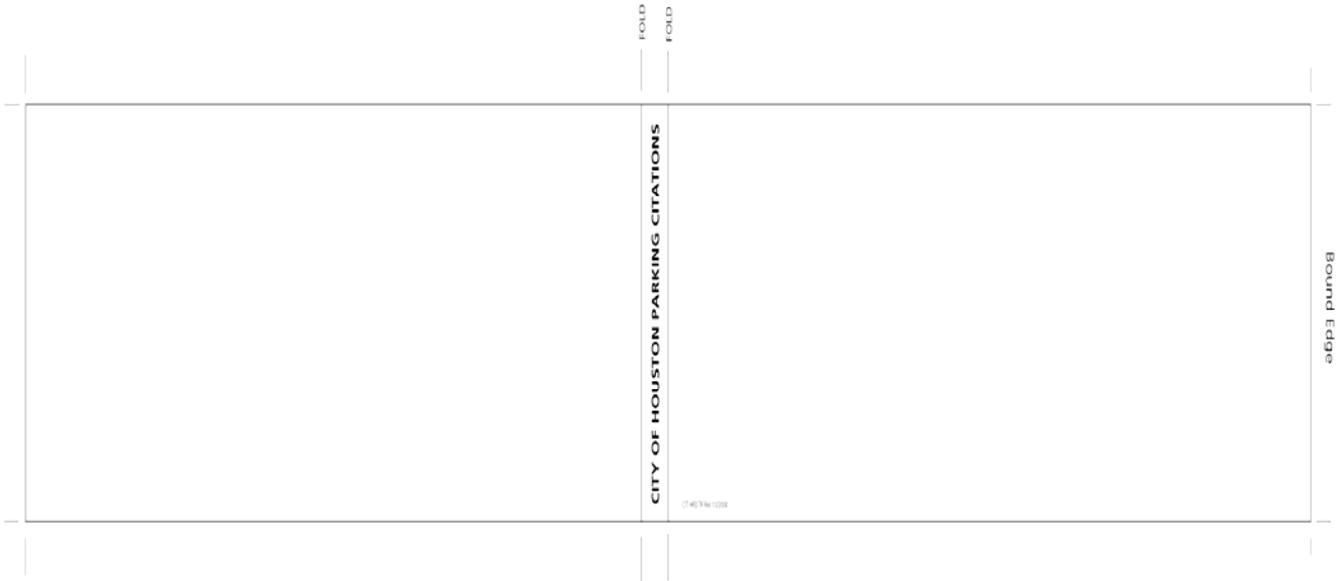
CITY OF HOUSTON MUNICIPAL COURTS
PO BOX 4997
HOUSTON, TX 77210-4997



FIRST CLASS
POSTAGE
REQUIRED

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

**Volunteer PK21 Citation
Wraparound Cover**



TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

10.0 DESTRUCTION:

- 10.1 In the event that unused inventory of existing (printed) citations can no longer be placed into circulation, the City of Houston may request the services of Supplier for the destruction of these documents by shredding measures approved by Municipal Courts Administration and Parking Management personnel.
- 10.2 Accurate account of ticket numbers and destruction dates must be recorded and reported by Supplier to the City of Houston designated Municipal Courts Administration and Parking Management personnel.
- 10.3 The cost for destruction services shall be included in the price bid for each item as specified.

11.0 LABELS:

In the event that additional information must be affixed to existing (printed) citations, the City of Houston may request the Supplier to print supplemental peel-off labels in varying quantities and sizes.

12.0 FOREIGN LANGUAGE TRANSLATION AND PRINTING:

- 12.1 Supplier must be able to accurately print and/or translate all citations (traffic, non-traffic, and parking) and information packet text in English, Spanish, Chinese, Vietnamese, French, German, and Italian languages, when required.
- 12.2 Supplier will be required to accurately update current foreign language versions of citations and information packets.
- 12.3 Supplier must be able to certify translations printed as accurate and appropriate in interpretation and dialect.
- 12.4 The cost for translation services shall be included in the price bid for each item as specified.

13.0 BARCODING (CODE 3 OF 9):

- 13.1 The X-dimension is the width of the smallest element in a barcode symbol. The minimum X-dimension for an "open system" (a barcode label that will be read by scanners from outside your company) is 7.5 mils. A mil is 1/1000 inch or 0.19 millimeter (mm).
- 13.2 The "wide" element is a multiple of the "narrow" element, which must remain the same throughout the symbol. This multiple can range between 2.0 and 3.0 if the narrow element is greater than 20 mils.
- 13.3 If the narrow element is less than 20 mils, the multiple can only range between 2.0 and 2.2.
- 13.4 The height of the bars must be at least 5 times the symbol's length or .25", whichever is larger. The overall length of the symbol is given by the following equation:
 - 13.4.1 "L" = (C+2)(3N + 6)X + (C + 1) "I" where variable...
 - 13.4.1.1 "L" = length of symbol (not counting quiet zone.) Dimension will be in mils.
 - 13.4.1.2 "C" = number of data characters.
 - 13.4.1.3 "N" = wide to narrow multiple (use 3.0 if your code has a 3 to 1 ratio, etc.).
 - 13.4.1.4 "X" = X-dimension (width of the smallest element in mils).
 - 13.4.1.5 "I" = inter-character gap width.
 - 13.4.2 Note that the maximum value for "I" (based on the Code 3 of 9 specification) is 5.3X for "X" less than 10 mils or greater, the value of "I" is 3X or 53 mils, whichever is greater. However, for good quality printers, "I" often equals "X." And "I" equals "X-t" where "t" is the print tolerance in mils.
 - 13.4.3 If you do not know the actual value for "t," you can calculate the length using the maximum value for "I" and calculate the minimum value setting "I" = "X."

DEPARTMENTS, CONTINUED:

13.0 BARCODING (CODE 3 OF 9) (CONTINUED):

- 13.4.4 Supplier must submit a barcode sample to Municipal Courts Administration and/or the Parking Management Department for approval prior to production.
- 13.4.5 Ticket must have 0.25" free space surrounding the barcode.
- 13.4.6 Tickets shall have barcoding as follows: Each citation set shall have a barcode (representing the citation number) on front of both copies; white and pink.

14.0 CARBONLESS PAPER:

- 14.1 All papers shall ensure legible carbonless impressions on each copy under normal customary writing pressures.
- 14.2 When requested, bidders shall submit sample carbonless paper for Department approval.

15.0 PROOF AND PRINT RUNS:

- 15.1 The exact quantity ordered is required. The City is not obligated to purchase overruns.
- 15.2 If overruns occur, then the acceptance of such overruns will be purchased at the sole discretion of the City departments.
- 15.3 The successful Bidder shall submit acceptable camera-ready proofs to the City departments for approval prior to actual printing, and within seven (7) calendar days from submission of artwork.
- 15.4 In the event of any underruns, the supplier will identify missing items and provide appropriate labeling outside and inside of packaging, as well as, inform City department personnel of such occurrences immediately. The City shall be only charged for completed items actually printed, bound, packaged and delivered. Such underruns must be within industry standards and amounts approved by City departments.

16.0 TICKET NUMBERING AND CONTROL:

- 16.1 All sets of citations shall be sequentially numbered
- 16.2 All traffic citation shall begin with the numeric character "1"
- 16.3 All non-traffic citation shall begin with the alpha character "N."
- 16.4 All parking citations shall begin with the alpha character "P" or "V" as requested by the City.
- 16.5 Numbering for citations shall use the check digit routine, "MOD 7" (ninth digit).
- 16.6 The numbering system must be approved prior to the actual printing.
- 16.7 Each citation will be numbered once at the top right-hand corner on the front side of each citation part.
- 16.8 Missing numbers will be reported, by Supplier, with each shipment, and a credit invoice submitted quarterly to the City for credit due.
- 16.9 Supplier must ensure that numbering sequence for each citation type is maintained, without overlap or duplication, from start of award (continuing numbering from end of previous production run) to end of awarded term.

17.0 PRODUCTION SCHEDULE:

- 17.1 Upon City departments final approval for a production run, supplier shall NOT EXCEED forty-five (45) calendar days to complete production of the order.
- 17.2 Product delays on scheduled deliveries may result in the award being terminated.

18.0 QUALITY CONTROL:

- 18.1 Supplier must provide adequate quality control and security measures to ensure that all citations are properly and sequentially placed in each book.
- 18.2 Supplier will be evaluated on performance and reliability throughout the term of this award.

19.0 SAMPLE ARTWORK INSPECTION:

Citation samples are available for inspection at the City of Houston, Municipal Courts, located at 1400 Lubbock, Houston, Texas 77002, and/or Parking Management at 1001 Avenida de las Americas, Houston, Texas 77010.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS

DEPARTMENTS, CONTINUED:

20.0 ARTWORK/ARCHIVING:

- 20.1 The City of Houston has sole ownership of the artwork associated with this solicitation, and the supplier shall, upon request by the City of Houston, surrender all artwork within 10 calendar days.
- 20.2 Supplier must provide a backup of the original artwork and have archived copies saved in the following formats: electronically, and a copy stored on a CD-R/CD-RW or DVD.

21.0 STARTUP COST:

Supplier maintains ability to fulfill all production requirements set forth in this award through existing or acquired equipment, goods and/or services. The City will not pay any start-up costs associated with meeting the requirements of this award.

CONTACTS:

- 21.1 For "Parking Citations," contact Derrick Williams: (713) 853-8014.
- 21.2 For "Traffic" and "Non-Traffic Citations," contact Khalin Washington (713) 247-4904.

22.0 PRICE ADJUSTMENT:

22.1 Direct Cost:

In this section "Direct Cost" means Supplier's cost from the manufacturer of any item or if Supplier is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Supplier and Supplier to the City.

22.2 Price Decreases:

- 22.2.1 If the Supplier's Direct Cost **decreases** at any time during the full term of this award, Supplier shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.
- 22.2.2 Supplier shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent's receipt of Supplier's notice.

22.3 Price Increases:

- 22.3.1 Suppliers may request a price increase after twelve (12) months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested twelve (12) months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Supplier's Direct Cost and shall not ever be more than 5 % above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.
- 22.3.2 To request a price increase, Supplier must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Supplier's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Supplier's supplier(s) showing the actual dollar increase/decrease to the Supplier must accompany this request. Such documentation from the Supplier's supplier must clearly show the dollar increase incurred by the Supplier on the applicable solicitation per item bid. The letter and documentation shall be sent to the following address:

22.0 PRICE ADJUSTMENT (CONTINUED):

**City Purchasing Agent
City of Houston
P.O. Box 1562
Houston, Texas 77251**

- 22.3.3 If the City Purchasing Agent approves the price increase, he or she shall notify Supplier in writing; no price increase will be effective until Supplier receives this notice. If the City Purchasing Agent does not approve Supplier's price increase, Supplier may terminate its performance upon **sixty (60) days** advance written notice to the City Purchasing Agent. Termination of performance is Supplier's only remedy if the City Purchasing Agent does not approve the price increase.
- 22.3.4 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Supplier.

TECHNICAL SPECIFICATIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

BIDDER'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime supplier, for delivering barcoded traffic, non-traffic and parking citations that is similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the supplier's responsibility. Bidder must have references documenting that it has delivered barcoded traffic, non-traffic and parking citations.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SECTION C
CITY OF HOUSTON
GENERAL TERMS AND CONDITIONS
FOR
BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS
FOR
VARIOUS DEPARTMENTS

1.0 TERM OF AWARD:

- 1.1 The term of award shall be for a twenty-four (24) month period beginning on the date specified in the Notice of Award letter. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of the solicitation shall govern. The Supplier will not provide any goods/services without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices awarded be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed; rather, the quantities may vary depending upon the actual needs of the user departments. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.

2.0 OPTIONAL EXTENSION:

This award may be extended for three (3) additional one (1) year periods upon acceptance of the Supplier and thirty (30) days prior written notice from the City Purchasing Agent. A price increase subject to the provisions of this award may be requested by the Supplier for approval by the City Purchasing Agent at this time. If the price increase is approved by the City Purchasing Agent or if no price increase is requested, a letter of extension will be issued by the City Purchasing Agent for the Supplier's acceptance under the same terms and conditions as the existing award.

3.0 SUPPLIER'S DUTY TO PAY:

Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Supplier's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Supplier to comply with the decisions of the arbitrator may, at the sole discretion of the City, be deemed a material breach leading to termination of this award).

4.0 INVOICING:

- 4.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.
- 4.2 All delivery tickets must have a description of the commodity delivered.
- 4.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 4.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 4.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

GENERAL TERMS AND CONDITIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

5.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

6.0 INSPECTIONS AND AUDITS:

- 6.1 The City reserves all rights to review all payments made to Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Supplier.
- 6.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.
- 6.3 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this award. Supplier shall keep its books and records available for this purpose for at least three years after this award terminates. This provision does not affect the applicable statute of limitations.

7.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Supplier of the items bid.

8.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

- 8.1 Wherever in the specifications any materials or processes are indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 8.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS /ARE EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

9.0 DELIVERIES:

- 9.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 9.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 9.3 Full tare must be allowed and no charges made for packages.
- 9.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.
- 9.5 The City may require an initial delivery of 225,000 citations and information packets with the initial shipment to be received no later than forty-five (45) calendar days (maximum) after receipt of Purchase Order and approval of proofs. The lead-time on new orders shall not exceed six (6) weeks.

GENERAL TERMS AND CONDITIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

9.0 DELIVERIES (CONTINUED):

- 9.6 All shipments shall be designated "for inside delivery" F.O.B. City of Houston Municipal Courts.
- 9.7 All tickets with the exception of Parking Management tickets shall be delivered to City of Houston Municipal Courts, Citation Management Division, 1400 Lubbock, Houston, TX 77002.
- 9.8 All Parking Management tickets shall be delivered to George R. Brown Convention Center, City of Houston, Parking Management Division, 1001 Avenida de las Americas, Houston, TX 77010
- 9.9 All shipments shall be delivered between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday.
- 9.10 Supplier shall include ticket numbers and ticket type (traffic, non-traffic, or parking) on packaging slips and invoices.

10.0 SHIPPING TERMS:

Prices shall be F.O.B. Destination to the delivery location designated herein or on a purchase order. The Supplier shall retain title and control of all goods until they are delivered and award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

11.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

12.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

13.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Supplier, at any time during the term of this award, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the award shall be in accordance with the solicitation specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

GENERAL TERMS AND CONDITIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

14.0 FORCE MAJEURE

- 14.1 Timely performance by both parties is essential to the award. However, neither party is liable for delays or other failures to perform its obligations to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
- 14.2 This relief is not applicable unless the affected party does the following:
 - 14.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and
 - 14.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.
- 14.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.
- 14.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this award by giving 30 days' written notice to Supplier. This termination is not a default or breach. SUPPLIER WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE AT THE TIME OF THE TERMINATION.

15.0 SAMPLES:

- 15.1 If requested by the City, the two (2) apparent low Bidders will be required to submit samples of the items proposed within seven (7) days of such request. The samples will be used to determine if the proposed items meet the specifications stated herein.
- 15.2 **If the Bidder fails to provide samples within the seven (7) day period, as required, the City may reject your bid and not consider it for further evaluation.**
- 15.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

16.0 WARRANTY:

- 16.1 Supplier agrees to provide camera-ready proof(s), reflecting changes requested within seven (7) calendar days. If any of the originally requested changes still needs to be made upon review, the Supplier will make change(s) and provide camera-ready proof(s) within 24 hours of being informed of the remaining changes needed.
- 16.2 Upon approval, Supplier guarantees to produce printed products that are free of defects in workmanship relating to the production run of the proof(s) approved by Municipal Courts. Supplier agrees to provide these products within the maximum production schedule of 45 calendar days from the final approval date.
- 16.3 If defects in Supplier workmanship occur, the order will be considered incomplete and the needed corrections and/or production re-runs must be completed within 45 calendar days of approval date of the original production run. If these actions exceed 45 calendar days and City of Houston operations are negatively impacted or disrupted, damages will be assessed and addressed according to the "Liquidation of Damages" provision within this solicitation.
- 16.4 Any corrections and repeat of a production run due to defects in Supplier workmanship shall be done without any additional charge to the City of Houston and must be done as not to disrupt the distribution of tickets by Municipal Courts

GENERAL TERMS AND CONDITIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

17.0 LIQUIDATION OF DAMAGES:

Both parties acknowledge that the Supplier's failure to provide citations and information packets within forty-five (45) calendar days of the approved order will negatively impact and/or disrupt operations within the City of Houston; of which valuation of actual damages from such harm are difficult to estimate accurately. Therefore, Supplier accepts liability for damages incurred resulting from Supplier's failure to complete order within the maximum production schedule of forty-five (45) calendar days and shall pay to the City of Houston the amount equal to 10% of the total value of the purchase order total plus an additional 5% each day after the forty-sixth (46th) day overdue until the order is complete. The failure to complete the citation order within the maximum production schedule awarded is considered as liquidated damages and not as a penalty.

18.0 QUALITY MANAGEMENT:

Supplier agrees to conduct internal audits semi-annually within the calendar year to determine that their progress in meeting the requirements as established in this award. The result of these audits will be submitted to the City of Houston within thirty (30) calendar days from audit completion date.

19.0 RELEASE:

PRIME SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

20.0 INDEMNIFICATION:

20.1 PRIME SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) PRIME SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

20.2 PRIME SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

20.3 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Prime Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

20.0 INDEMNIFICATION (CONTINUED):

20.3 INDEMNIFICATION PROCEDURES (CONTINUED)

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Prime Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Supplier must advise the City as to whether or not it will defend the claim. If Prime Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

21.0 WORKER'S COMPENSATION INSURANCE:

On any City award with a labor component or any award where Supplier delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

22.0 INSURANCE:

22.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.** Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award including Owned, Non-owned, and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.

22.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

VARIOUS DEPARTMENTS, CONTINUED:

22.0 INSURANCE (CONTINUED):

- 22.3 All insurance policies required by this award shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.
- 22.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

23.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this award according to its terms.

24.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

- 24.1 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.
- 24.2 Prime Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. Prime Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Contract to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.
- 24.3 Prime Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms, set out in the documents attached herein. If Prime Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.
- 24.4 Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

25.0 TAXES:

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

26.0 AWARD:

- 26.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.

26.0 AWARD (CONTINUED):

26.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

27.0 REJECTIONS:

27.1 Articles not in accordance with samples and specifications must be removed by the Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the City Purchasing Agent or designated representative.

27.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

28.0 BRAND NAME

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Suppliers, but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

29.0 CHANGE ORDER

29.1 At any time during the term of the award, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this award. The Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this award plus any special provisions, specifications, or special instructions issued to execute the extra work.

29.2 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Supplier]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the award between the City and [Name of Supplier]

Subject to all terms and conditions of the award, the City requests that Supplier provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

29.3 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:

29.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved awarded amount must be approved by the City Council.

GENERAL TERMS AND CONDITIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

29.0 CHANGE ORDER(CONTINUED):

29.3.2 If a Change Order describes items that Supplier is otherwise required to provide under this award, the City is not obligated to pay any additional money to Supplier.

29.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.

29.4 Whenever the Supplier receives a Change Order, Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Supplier is required to perform, Supplier may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.

29.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the original award and is subject to the terms and conditions of the original award as if it had originally been a part of the award.

30.0 TERMINATION OF AWARD:

30.1 By the City for Convenience:

The City Purchasing Agent may terminate this award at any time upon 30-calendar days notice in writing to the Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award. As soon as practicable after the receipt of notice of termination, the Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this award to date of termination. The City agrees to compensate the Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered and not previously paid.

30.2 By the City for Default by Supplier:

30.2.1 In the event that the materials and/or services furnished by the Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this award do not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Supplier describing such default may as its options:

(a) Terminate the award for default and the City shall have no further obligation.

(b) Allow the Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance as of such date and have no further obligation under the award.

30.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

30.3 By the Supplier for Default by City:

30.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.

GENERAL TERMS AND CONDITIONS FOR BARCODED TRAFFIC, NON-TRAFFIC AND PARKING CITATIONS FOR VARIOUS DEPARTMENTS, CONTINUED:

30.0 TERMINATION OF AWARD (CONTINUED):

30.3.2 Upon receipt of such notice in writing from the Supplier, however, the City shall have 30 calendar days to cure such default. The Supplier, at its sole option, may extend the proposed date of termination to a later date.

30.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

31.0 PATENTS:

The Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

32.0 SUPPLIER DEBT:

If Supplier, at any time during the term of this award, incurs a debt, as the word is defined in section 15-122 of the Houston City code of ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Supplier has incurred a debt, she shall immediately notify Supplier in writing. If Supplier does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Supplier under this award, and Supplier waives any recourse therefore.