

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.18
(ID # 6633)

MEETING DATE:

Tuesday, March 27, 2018


FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approval of Agreement to Purchase with Motor Coach Industries (MCI) for One (1) Inmate Security Bus for the Sheriff's Department for FY17/18, [District All]; [Total Cost \$650,656]; 100% Booking Fee Recovery Fund; 4/5 Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement to Purchase with Motor Coach Industries (MCI) for one (1) inmate security bus for an amount of \$642,156, and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Authorize the Purchasing Agent to issue a purchase order to Motorola Solutions Inc. for one (1) mobile radio in the amount of \$8,500; and,
3. Authorized Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding, to authorize changes to the scope of services/work that do not change the substantive terms of the purchase order, including the compensation provision that do not exceed 10%; and,
4. Approve and direct the Auditor Controller to make the budget adjustments, as shown on Schedule A attached.

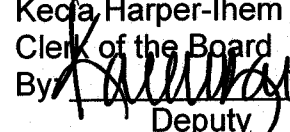
ACTION: 4/5 Vote Required, Policy


Will Taylor, Director of Administration 3/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: March 27, 2018
xc: Sheriff, Purchasing, Auditor

Keeta Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 650,656	\$ 0	\$ 650,656	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Booking Fee Recovery Fund			Budget Adjustment:	Yes
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BR 18-040

BACKGROUND:

Summary

Annually, the Sheriff's Department transports approximately 195,400 inmates. Transportation destinations include state prisons throughout California, other county detention facilities, local and state hospitals, Riverside County courts, and various daily special transportation runs. This will be the first of two additional MCI buses needed for the John Benoit Detention Center.

The MCI 40-foot bus has become the bus of choice for the Sheriff's Departments in Los Angeles, Orange, San Bernardino and San Diego Counties. In 2001, the Federal Bureau of Prisons released a five-year study that compared the MCI bus against buses manufactured by Thomas, Bluebird and Eagle. The study concluded that the MCI bus is the most durable and roadworthy bus for this critical long-haul type of transportation. It also is the least expensive bus to operate as shown through vehicle life cycle costing and miles between major repairs.

There are many advantages to purchasing from MCI. The majority of the Department's Correctional Fleet consist of the MCI buses. The Corrections' bus operators prefer the MCI instrumentation panel, and the bus's operating diagnostic prompts facilitate troubleshooting problems on the road. In addition, training costs for both bus operators and bus mechanics are reduced when purchasing vehicles from the same manufacturer.

Price Reasonableness:

The Los Angeles Sheriff's Department (LASD) conducted a bid RFB-IS-15200823 for 45 and 50 Passenger Prisoner Transport Buses. As a result of the bid, MCI was the only vendor to respond to the bid and was awarded the contract. The LASD contract extends the same pricing to any participating agency with this commodity request, and MCI agrees to honor the base pricing per LASD contract.

The forty-foot, 50 passengers bus the Department is ordering will be equipped with an EPA-compliant Cummins engine that reduces particulate matter exhaust emissions. The base price for the bus before equipment and safety features are installed is \$590,473 (pricing before tax and CA tire fees). The installation of the security cage, first aid compartment, warning lights, fire extinguisher, cameras, and other equipment will total \$642,156 (pricing includes tax). In addition, with the installation of a PSEC radio system of \$8,500, the grand total including tax and CA tire fee is \$650,656.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

County Counsel has approved the agreement as to legal form.

Impact on Citizens and Businesses:

No impact

Fiscal Information

100% of the expenditure will come from the Booking Fee Recovery Fund.

Attachments:

Schedule A

Agreement to Purchase with Motor Coach Industries-2 copies

Schedule A

Increase Appropriations:

10000-2500400000-546160	Equipment – Other	\$8,500
10000-2500400000-528920	Carpool	<u>\$642,156</u>
	Total	\$650,656

Memo Line Only:

11085-2500400000-330132	CFB-Booking Fee Recovery	\$8,500
11085-2500400000-330132	CFB-Booking Fee Recovery	\$642,156

Increase Estimated Revenue:

45300-7300500000-777620	Vehicle Cost Recovery	\$642,156
-------------------------	-----------------------	-----------

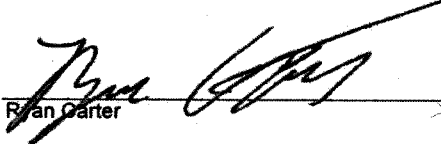
Increase Appropriations:

45300-7300500000-535560	Depreciation – Equipment	\$15,618
45300-7300500000-546300	Vehicles-Buses/Heavy Trucks	\$642,156

Use of Unrestricted Net Assets:

45300-7300500000-380100	Unrestricted Net Assets	\$15,618
-------------------------	-------------------------	----------


SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Ryan Carter

3/20/2018


Misley Wang, Supervising Accountant

3/19/2018


Teresa Summers, Director of Purchasing

3/20/2018


Gregory P. Priarios, Director County Counsel

3/19/2018



AGREEMENT TO PURCHASE

Reliability Driven

Order Dated: March 12, 2018

Corporation Limited Liability Company Partnership Individual Other

Name: **County of Riverside, on behalf of the Riverside County Sheriff's Department**
Address: **2980 Washington Street**
City/State: **Riverside, CA 92504**

The above referenced buyer, referred to in this Agreement as Buyer, agrees to purchase the coach(es) described below from Motor Coach Industries, Inc., referred to in this Agreement as Seller, to be delivered by Seller to Riverside CA and pursuant to the other terms and conditions set forth in this Agreement.

Quantity	Description	Prices (Excludes Taxes)	
		Unit Price	Total
(1)	MCI® 2018 Inmate Transport Security Vehicle Coach model D4000 ISTV in accordance with Seller's standard specifications, including optional equipment items, if any, as specified on the attached MCI Coach Sales Order (Exhibit B).	\$590,473.00	\$590,473.00
	<input type="checkbox"/> Conversion shell <input type="checkbox"/> Demo unit: warranty start date: _____		
	<input checked="" type="checkbox"/> Exhibit A; <input checked="" type="checkbox"/> Exhibit B; <input type="checkbox"/> Exhibit C; <input type="checkbox"/> Exhibit D; all those marked are attached to and incorporated into this Agreement to Purchase.		
	Total Cash Price, excluding all applicable taxes:		\$590,473.00
	Cash Deposit:		\$0.00
	Net Trade-In Value: (Exhibit D must be attached for all trade-in coaches)		\$0.00
	Sales Tax (CA at 8.75% & CA Tire Fee (\$1.75 x 9 Tires = \$15.75))		\$ 51,682.14
	Balance Due: <i>Payment Terms: Cash on Delivery</i>		\$642,155.14

SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO AND MADE A PART HEREOF.

FORM APPROVED COUNTY COUNSEL
BY: Thomas OH DATE: 3/16/18

Offered by:
County of Riverside
(Buyer's Name)

By: Chuck Washington
Print Name: **CHUCK WASHINGTON**
Print Title: **CHAIRMAN, BOARD OF SUPERVISORS**

Date of Offer: March 27, 2018

Accepted by:
Motor Coach Industries, Inc.

By: Tom Wagner
Officer Name: Tom Wagner

Officer Title: Vice-President, Public Sector Sales

Date of Acceptance: March 14, 2018

Name of Salesperson: Dave Dorr

ATTEST:

KECIA HARPER-IHEM, Clerk
BY: [Signature]

Note: BUYER'S SIGNATURE ON THIS DOCUMENT CONSTITUTES AN OFFER TO PURCHASE UPON THE TERMS STATED. IN NO EVENT SHALL THIS OFFER BE BINDING UNTIL SELLER HAS ACCEPTED THIS OFFER AS EVIDENCED BY ITS OFFICER'S SIGNATURE ABOVE Salesperson is not authorized to accept this Offer.

Buyer's initials CW

MAR 27 2018 3.18

AGREEMENT TO PURCHASE
Terms & Conditions

1. Notwithstanding the acceptance of a deposit from Buyer by or on behalf of Seller, this Agreement to Purchase ("Agreement") shall not be binding upon Seller unless and until a copy, signed by a duly-authorized officer of Seller to evidence acceptance, is returned to Buyer.
2. This Agreement is not assignable or transferable by Buyer, in whole or in part, without Seller's prior written consent.
3. Subject to paragraph 4, Buyer shall pay for and take possession of the coach(es) being purchased under this Agreement (collectively, the "Coach") on or before the Delivery Date. "Delivery Date" shall mean (a) the date, if any, designated on the first page of this Agreement, or (b) the delivery date designated by Seller pursuant to written notification sent to Buyer no fewer than seven (7) days prior to the delivery date in such notice. Seller reserves the right to change the Delivery Date in accordance with the preceding sentence as deemed necessary by Seller. Upon demand by Seller, Buyer agrees to pay to Seller interest computed daily on the then unpaid balance of the purchase price for each day after the Delivery Date that Buyer fails to pay for and take possession of the Coach, such interest payable in immediately available U.S. dollars, at an annual rate equal to three percent (3%) over the prime rate in effect in the U.S. as published in the Wall Street Journal on the first business day after the Delivery Date. If Buyer fails to take delivery of the Coach within fifteen (15) days after the Delivery Date, Seller reserves the right to terminate this Agreement and to retain the deposit as liquidated damages and not as a penalty.
4. Payment in full for the Coach is due in immediately available U.S. funds upon tender of the Coach by Seller, unless Buyer and Seller have agreed in writing to different payment terms. If payment in full has not been made when due, Buyer agrees to pay to Seller interest computed daily on the then unpaid balance of the purchase price for each day after the due date until the purchase price has been paid in full, such interest payable in immediately available U.S. dollars, at an annual rate equal to three percent (3%) over the prime rate in effect in the U.S. as published in the Wall Street Journal commencing on the first business day after the Delivery Date. If payment of any part of the purchase price is deferred until after delivery, Buyer hereby grants to Seller a security interest in the Coach and its proceeds, and authorizes Seller to file a financing statement with respect thereto. Buyer shall execute all other documents deemed necessary by Seller or its assignee ("Security Documents") to grant Seller or its assignee a perfected, first priority security interest in the Coach and its proceeds. The Security Documents will include requirements that Buyer maintain certain minimum insurance coverages to protect Seller's or its assignee's security interest in the Coach and its proceeds. Seller and/or its assignee reserves all remedies available to it under the Uniform Commercial Code as a secured party even though these remedies are not specifically set forth in this Agreement.
5. This Agreement shall not be subject to termination by either Buyer or Seller, except in accordance with the provisions of paragraphs 3, 6, or 9 hereof.
6. Seller shall be in default hereunder if it becomes bankrupt, insolvent, or unable to meet its financial obligations as the same become due at any time prior to Seller completing performance of its obligations under this Agreement, or is unable to tender delivery of the Coach in accordance with this Agreement. Buyer shall be in default hereunder if it becomes bankrupt, insolvent, or unable to meet its financial obligations as the same become due at any time prior to paying Seller the full purchase price of the Coach, or if Buyer fails to pay Seller in full the purchase price for the Coach in accordance with this Agreement or fails to comply with any other obligation in this Agreement to be performed by Buyer. In the event of a default by one of the parties hereto, the non-defaulting party shall have the right to terminate this Agreement, and such termination shall not adversely affect any other rights or remedies available to the terminating party under this Agreement and/or applicable law.
7. Without notice to Buyer, Seller may at any time make changes or improvements in the model and/or design of the Coach or any part thereof, provided that such changes do not adversely affect quality or functionality of the Coach, but Seller shall have no obligation to make any changes or improvements either

Buyer's initials _____



1/31/14

prior to or after delivery. In the event that any changes to the Coach are required by any applicable law, statute, rule, regulation, or ordinance ("Laws") becoming effective after the date this Agreement is accepted by Seller and prior to delivery of the Coach, such changes shall be at Buyer's expense. Seller to provide prior written notice to Buyer any changes or improvements to the model and/or design of the Coach.

8. Seller hereby warrants that it has full right and legal authority to sell the Coach to Buyer.

9. Seller shall not be liable for any damages resulting from, and Buyer shall not have the right to terminate this Agreement because of, any delay caused in whole or in part by a fire, flood, windstorm, tornado, war, riot, insurrection, strike, lockout, sit-down, or other labor trouble causing cessation or interruption of operations, accident, material shortage, labor or fuel shortage, inability to procure labor or materials, Seller's plant being commandeered, evacuated, or closed, in whole or in part, by any legally constituted public authority, any priority or preference established for the manufacturing, assembly, or allotment of materials by order, decree, or otherwise of any legally constituted public authority in any plant of Seller or any of its suppliers, or resulting from any other cause beyond the reasonable control of Seller. In the event the period of delay exceeds sixty (60) days, either party shall have the right to terminate this Agreement by giving written notice to the other party, in which event Seller shall return any deposit to Buyer as Buyer's exclusive remedy. In the event that any change in any applicable Laws becomes effective after the date this Agreement is accepted by Seller, and such change renders it impractical for Seller to manufacture the Coach and/or to manufacture the Coach by the Delivery Date, Seller shall have the right to terminate this Agreement by giving written notice and returning any deposit to Buyer.

10. Risk of loss to the Coach shall pass from Seller to Buyer at the delivery location and at the earlier of (a) the Delivery Date, or (b) the date the Coach is actually tendered to Buyer. Title to the Coach shall pass from Seller to Buyer at the time that Buyer takes possession of the Coach, subject to Seller's security interest as provided in paragraph 4 above if Seller has not then received the full purchase price due for the Coach, plus any other amounts that may be due by virtue of this Agreement. Upon receipt of the Coach, Buyer agrees to execute Seller's form of receipt evidencing Buyer's receipt of the Coach and its condition.

11. Buyer agrees to promptly pay (or if paid by Seller, to promptly reimburse Seller) for any tax, charge, fee, or other imposition that Seller is or may be required to pay in respect of the transfer or sale of the Coach, now or hereafter imposed by any law, ordinance, or decree of any federal, state, or local governmental authority, unless the same has already been paid by Buyer to Seller.

12. **BUYER HEREBY ACKNOWLEDGES AND AGREES THAT ENFORCEMENT OF SELLER'S LIMITED WARRANTY DESCRIBED BELOW SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER OR ANY OF ITS AFFILIATES WITH RESPECT TO THE COACH AND/OR ITS USE BY BUYER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL SELLER OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE), WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OTHER TORT THEORIES, SUBROGATION, ASSIGNMENT OR BAILMENT, OR WHETHER STATUTORY, AT EQUITY, COMMON LAW, OR OTHERWISE.**

13. **SELLER'S LIMITED WARRANTY**

Seller's Limited Warranty applies only to new coaches manufactured and sold by Seller for use in the territorial limits of Canada and the United States, including Hawaii and Alaska, excluding Puerto Rico, Guam and the Virgin Islands. This Limited Warranty is not assignable or otherwise transferable to subsequent owners of the Coach unless MCI receives either a properly completed Sale Notification form (a copy of which is in the Owner Limited Warranty Manual), or other documentation acceptable to MCI.

Seller agrees for the Warranty Term herein specified that, subject to certain exceptions, exclusions, and conditions noted below, Seller will repair or replace any defects in material and workmanship (not design) in the Coach. This Limited Warranty applies only to defects discovered during the Warranty Term set forth

Buyer's initials

CW

1/31/14

on Exhibit A.

Buyer must give Seller written notice of any defect occurring during the Warranty Term to which Buyer claims this Limited Warranty applies within thirty (30) days from the date the defect becomes apparent, specifying the nature of the claimed defect and the date it became apparent.

Seller's obligation under this Limited Warranty is limited to (A) repairing or, at Seller's option, replacing free of charge any parts that, in Seller's reasonable opinion, have failed as a result of a defect in material or workmanship (not design) occurring during the Warranty Term under normal service conditions, provided that Buyer (i) has given Seller timely written notice of the defect; and (ii) upon Seller's request, has returned the defective part(s) to Seller, transportation charges collect; and (B) crediting Buyer for the labor cost incurred in the removal and replacement of the defective part(s) based on (i) the number of hours designated by Seller to be required for such work, multiplied by (ii) 125% of the base rate for mechanical labor prevailing at Buyer's garage locale at the time of replacement, such base rate to have been previously approved by Seller.

THIS LIMITED WARRANTY IS FURTHER SUBJECT TO CERTAIN ADDITIONAL TERMS, CONDITIONS, AND EXCLUSIONS THAT ARE ATTACHED HERETO AND HEREBY INCORPORATED BY REFERENCE AS EXHIBIT A.

Buyer acknowledges that this Limited Warranty does not apply to (A) any parts, components, materials, goods or services furnished or provided after Seller has completed its manufacturing processes with respect to the Coach; or (B) any routine maintenance repairs or replacements; or (C) normal wear and tear of the Coach; or (D) any other repairs or replacements that, in Seller's reasonable opinion, are required because the Coach or any accessories, parts, or other equipment comprising the Coach:

(i) has been altered, modified, changed, reworked, or replaced in a manner either not recommended by Seller or that would likely affect serviceability in any respect; or

(ii) has been subject to abuse, neglect, or damage from an accident, or from intentional acts; or

(iii) has not been serviced and maintained at reasonable intervals according to Seller's recommendations; or

(iv) has been operated at speeds in excess of Seller's and/or any component supplier's recommended maximum speed.

Seller reserves the right to audit Buyer's Coach warranty related records, including, but not limited to those regarding claims filed, maintenance records, and parts returned. Seller also reserves the right, in its sole discretion, to suspend its Limited Warranty obligations, including, but not limited to, putting Buyer's warranty account "on hold", and/or suspending or revoking Buyer's access to Seller's CCS system, during any period in which Buyer is not in compliance with its obligations under this Limited Warranty.

ENFORCEMENT OF THE FOREGOING OBLIGATIONS OF SELLER SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER WITH RESPECT TO THE COACH. THIS LIMITED WARRANTY AND SELLER'S OBLIGATIONS HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING LIABILITY FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, ENHANCED, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS AND LOSS OF USE) WITH RESPECT TO THE SALE OR USE OF THE COACH. NO PERSON IS AUTHORIZED TO CHANGE OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR ASSUME ANY OTHER LIABILITY ON BEHALF OF SELLER UNLESS SUCH

Buyer's initials

CW

1/31/14

CHANGE, MODIFICATION OR ASSUMPTION IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER.

MCI Emission-related Warranty

- (a) General. MCI warrants to Buyer and each subsequent purchaser that the Coach, including all parts of its emission control system, meets two conditions:
- (1) It is designed, built, and equipped so it conforms at the time of sale to Buyer with the requirements of 40 CFR Part 1037.
 - (2) It is free from defects in materials and workmanship that cause the Coach to fail to conform to the requirements of 40 CFR Part 1037 during the applicable warranty period.
- The above warranty will be referred to as the "MCI Emission Warranty" in this document.
- (b) The warranty period of the MCI Emission Warranty is as follows:
- (1) Five (5) years from the date the Coach is first placed into service or 100,000 miles, whichever first occurs; and
 - (2) For tires, two (2) years from the date the Coach is first placed into service or 24,000 miles, whichever first occurs.
- (c) Components covered. The MCI Emission Warranty covers emission-related components that are included in the certified emission controls. The MCI Emission Warranty covers the Coach's tires. The MCI Emission Warranty does not cover components whose failure would not increase the Coach's emissions of any regulated pollutant, nor does it cover tire tread wear.
- (d) Warranty Exclusions. The MCI Emission Warranty does not cover any failures resulting from any improper maintenance or use, as described in 40 CFR §1068.115.

Buyer's initials

CW

1/31/14

14 TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SELLER, ITS AFFILIATES, AND THEIR RESPECTIVE PRESENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "SELLER INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES, EXPERT WITNESS FEES, AND OTHER LITIGATION EXPENSES) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH (A) ANY ACTUAL OR ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL AND WANTON MISCONDUCT, OR INTENTIONAL MISCONDUCT BY BUYER OR ANY OF BUYER'S EMPLOYEES, AGENTS, OR CONTRACTORS, OR (B) ANY BREACH BY BUYER OF ANY OF THE PROVISIONS, TERMS, OR CONDITIONS OF THIS AGREEMENT. BUYER'S OBLIGATIONS SET FORTH IN THE PRECEDING SENTENCE SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL AND WANTON MISCONDUCT, INTENTIONAL MISCONDUCT, STRICT PRODUCTS LIABILITY, OR BREACH OF WARRANTY ON THE PART OF ANY OF THE SELLER INDEMNITEES.

SELLER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY OF RIVERSIDE, ITS AGENCIES, DISTRICTS, SPECIAL DISTRICTS AND DEPARTMENTS, THEIR RESPECTIVE DIRECTORS, OFFICERS, BOARD OF SUPERVISORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY HEREINAFTER REFERRED TO AS INDEMNITEES) FROM ANY LIABILITY WHATSOEVER, INCLUDING CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION BY A THIRD PARTY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE, THAT ARE BASED SOLELY UPON (1) ANY ACTUAL OR ALLEGED NEGLIGENT, GROSSLY NEGLIGENT, OR RECKLESS ACT OR OMISSION, OR WILLFUL OR INTENTIONAL MISCONDUCT, OF SELLER, ITS OFFICERS, EMPLOYEES, OR OTHER AGENTS, OR (2) THE COACH HAVING A DESIGN OR MANUFACTURING DEFECT, OR (3) ANY BREACH BY SELLER OF ANY OF THE PROVISIONS, TERMS, OR CONDITIONS OF THIS AGREEMENT.

WITH RESPECT TO ANY ACTION OR CLAIM SUBJECT TO INDEMNIFICATION HEREIN BY SELLER, SELLER SHALL, AT ITS SOLE COST, HAVE THE RIGHT TO USE COUNSEL OF ITS OWN CHOICE AND SHALL HAVE THE RIGHT TO ADJUST, SETTLE, OR COMPROMISE ANY SUCH ACTION OR CLAIM WITHOUT THE PRIOR CONSENT OF BUYER; PROVIDED, HOWEVER, THAT ANY SUCH ADJUSTMENT, SETTLEMENT OR COMPROMISE IN NO MANNER WHATSOEVER LIMITS OR CIRCUMSCRIBES SELLER'S INDEMNIFICATION TO INDEMNITEES AS SET FORTH HEREIN.

SELLER'S OBLIGATION HEREUNDER SHALL BE SATISFIED WHEN SELLER HAS PROVIDED TO BUYER THE APPROPRIATE FORM OF DISMISSAL RELIEVING BUYER FROM ANY LIABILITY FOR THE ACTION OR CLAIM INVOLVED.

15. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TRIAL BY JURY AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY A JUDGE OF A COURT OF COMPETENT JURISDICTION.

16. This section intentionally left blank.

17. IN THE EVENT OF ANY LITIGATION RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE SUBSTANTIALLY PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE FROM THE OTHER PARTY THE SUBSTANTIALLY PREVAILING PARTY'S ATTORNEYS' FEES AND OTHER LITIGATION-RELATED COSTS, FEES, AND EXPENSES.

18. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, United States of America, without giving effect to that state's conflict of laws principles.

Buyer's initials

CW

Exhibit A - D-Series Models

12/30/10

19. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any applicable present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

20. Buyer shall at all times comply with all applicable laws, rules, and regulations of the United States. In particular, Buyer agrees to comply with the export laws of the United States and to obtain any licenses required for export or re-export. Buyer agrees (A) not to export or re-export any Coach purchased pursuant to this Agreement without the prior written consent of Seller and, if required, the permission of the United States Departments of Commerce, State, and/or Treasury, and (B) not to transact business with any person or entity identified by the U.S. Departments of Commerce or Treasury as being denied the right to receive the Coach purchased pursuant to this Agreement.

21. Buyer grants to Seller an irrevocable, non-exclusive, and royalty-free license to inspect, examine, download, and otherwise obtain any information or data that are gathered, compiled, collected, or otherwise recorded in, on, or by the Coach or any part or component thereof, including, but not limited to, any electronic control modules or other data-collection devices. All gathered information must be kept confidential."

22. **WARNING:** The Coach may contain HCFC R-134A refrigerant, a substance which harms public health and the environment by destroying ozone in the upper atmosphere. The R-134A refrigerant must not be vented to the atmosphere and must be serviced by a certified technician only.

23. BUYER AGREES THAT THIS AGREEMENT (INCLUDING ALL EXHIBITS AND ATTACHMENTS) CONTAINS THE COMPLETE, FINAL, AND EXCLUSIVE AGREEMENT OF THE PARTIES RELATING TO THE PURCHASE OF THE COACH AND THE COACH'S SPECIFICATIONS, AND THAT THERE ARE NO PROMISES, REPRESENTATIONS, OR UNDERSTANDINGS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT MAY BE CHANGED ONLY BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BY BUYER.

SEE NEXT PAGE FOR EXHIBIT A- -ADDITIONAL EXCLUSIONS/LIMITATIONS OF SELLER'S LIMITED WARRANTY

Buyer's initials

CW

Exhibit A – D-Series Models

12/30/10

EXHIBIT A
Agreement To Purchase Terms and Conditions

WARRANTY TERM: D-SERIES COACH: Twenty-four (24) months, unlimited mileage, from the warranty start date.

WARRANTY START DATE: Date of delivery of the new Coach to Buyer.

Buyer's initials

CW

Exhibit A – D-Series Models

12/30/10

ADDITIONAL EXCLUSIONS/LIMITATIONS OF SELLER'S LIMITED WARRANTY

Antennae	Not covered for breakage.
Batteries	One Year pro-rated coverage provided only by battery manufacturer.
Belts	50,000 miles (80,467 km) or 6 months (whichever comes first).
Brake Rotors & Pads	Not covered as a primary failure.
Coach Conversion	Parts, components, and services by third party not covered.
Corrosion	Coverage is subject to MCI's prior approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Decals	Covers only decals furnished and applied by MCI. Coverage is subject to MCI's prior approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Electrical Motors	Failure only; not brush replacement.
Emission Controls and Emission System-related Parts	Covered by MCI's Limited Warranty as and only to the extent they are required to be covered by a vehicle manufacturer pursuant to the laws pertaining to the warranties applicable to emissions controls or emission system-related parts in effect at the date of manufacture.
Engine	Covered only by engine manufacturer
Engine Accessories	Alternator, alternator belt tensioner, and air compressor covered only by the engine or the engine accessory manufacturer (unless MCI separately furnished and installed such engine accessory).
Exterior Mirrors	Covered for loss of function only, not breakage.
Goods and/or Services Supplied by Buyer	Not Covered.
King Pins	Bushings and seals not covered.
Light Bulbs	Other than LEDs, Not Covered.
Luminator Destination signs	Covered only by Luminator.
Paint	Covers only paint furnished and applied by MCI. Coverage is subject to MCI's prior approval based on photographic evidence of claimed defect and repair quotation to be submitted by Buyer.
Passenger Seats and Seatbelts	Covered only by seat manufacturer.
Pinion Seals	300,000 miles (482,802 km) or 24 months (whichever comes first).
Radius Rod Bushings	50,000 miles (80,467 km) or 12 months (whichever comes first).
Refrigerant	Not covered as a primary failure.
REI Entertainment Systems	Parts covered only by system manufacturer. Labor reimbursed by MCI.
Shocks & Bushings	50,000 miles (80,467 km) or 12 months (whichever comes first).

Buyer's initials

CW

Exhibit A – D-Series Models

12/30/10

Sway Bar Links	50,000 miles (80,467 km) or 12 months (whichever comes first).
Tires	Covered only by tire manufacturer.
Towing/Roadside Service Calls*	50,000 miles (80,467 km) or 6 months (whichever comes first), reimbursement limited to \$750.00/per occurrence and subject to additional conditions further explained below.
Transmission	Covered only by transmission manufacturer.
Wheel Alignment	Covered only during the first 25,000 miles (40,234 km), thereafter not covered as a primary failure; covered if alignment is necessary due to another covered warranty repair.
Wheel Seals, Pre-set (hub, wheel seal & bearings)	300,000 miles (482,802 km) or 24 months (whichever comes first).
Wheel Seals, Unitized (hub, wheel seal & bearings)	300,000 miles (482,802 km) or 24 months (whichever comes first).
Wheel Studs	Not Covered.
Windows / Sash Assembly	Not covered for breakage due to stone chips or other road hazards. Any coverage is subject to MCI's prior approval based on part return and/or photographic evidence of claimed defect, as requested by MCI. Buyer must also provide date code (located at bottom of window frame assembly, visible when opened or removed), window location (roadside or curbside of vehicle) and window position on vehicle.
Wiper Blades	Not Covered.

*Towing/Roadside Service Calls. The towing/roadside service call must have been necessary due to a failure covered by the MCI Limited Warranty, and Buyer must have used good faith efforts to return the coach to service without using a towing service before requesting that the coach be towed. The costs of any towing/roadside repairs, and road service calls are not included within the scope of the Limited Warranty unless the failure requiring the roadside service/towing is covered by the Limited Warranty.

Please consult the **manufacturer** of the engine, transmission, or other component not covered by MCI's Limited Warranty for any towing/roadside reimbursement such manufacturer may provide.

Buyer's initials

CW

Exhibit A – D-Series Models

12/30/10



MCI D4000ISTV (MY2018)

Feature/Option #	Feature/Option Title	Qty
	<u>Standard Features</u>	
Standard	Semi-monocoque low-corrosion stainless steel frame	1
Standard	Bonded aluminum roof skin, galvanized sidewall panels	1
Standard	Sedan entrance door	1
Standard	1/2" Acrylic shatter resistant Passenger Sash	1
Standard	Energy absorbing front and rear bumpers and rub rails	1
Standard	Double glaze side sash for driver's & entrance doors	1
Standard	Pneumatic baggage door locks	1
Standard	Flat composite baggage bay floors	1
Standard	Meritor EX-225 disc brakes	1
Standard	Spring brakes on drive axle	1
Standard	Conventional wheel bearings on all axles	1
Standard	High mounted parallel charge air/radiator cooling system	1
Standard	Mechanical leveling system with kneel	1
Standard	Variable assistance power steering	1
Standard	Tag unload and dump features& dump features	1
Standard	Maintenance air supply located at the front and rear of coach	1
Standard	Doga electric windshield wipers	1
Standard	Bitzer A/C compressor	1
Standard	R134a refrigerant	1
Standard	Brushless evaporator and condenser motors	1
Standard	Hub mounted steel wheels	1
Standard	Firestone FS400 315/80 R22.5 tires	1
Standard	164 gallon fuel tank	1
Standard	15 gallon diesel exhaust fluid (DEF) tank	1
Standard	Electronic manuals only (CD's)	1
Standard	Automatic Traction Control system (ATC)	1
Standard	Electronic Stability Control system (ESC)	1
Standard	Amerex Fire Suppression System	1
Standard	6-channel Antilock Braking System (ABS)	1
Standard	Parker-Vansco multiplexing system	1
Standard	Multifunction LCD dash display as well as individual gauges	1
Standard	12V power supplies in driver's area and parcel rack	1
Standard	Dual Denso 150 Amp alternators	1
Standard	Exterior LED lighting includes; turning indicator, marker/clearance, brake and reverse	1
Standard	90 mm halogen headlights (LED optional)	1
Standard	LED baggage bay lights	1
Standard	Progressive engine brakes (2/4/6 cylinder)	1
Standard	Back-up alarm	1
Standard	Two threaded post 8D batteries w/o sliding tray	1
Standard	Passenger announcement system	1

Customer Initials: CW Date: _____



County of Riverside

Coach Dimensions

Overall length: 40.50 ft / 12.34 m
 Wheelbase: 279 in. / 7.09 m
 Overall width: 102 in. / 2.59 m
 Height to roof hatches: 137 in. / 3.48 m
 Front overhang: 75.90 in / 1.93 m
 Rear overhang: 83.49 in / 2.12 m
 Turning radius: 44.7 ft / 13.62 m
 GVWR: 46,000 lbs / 20,865 kg
 Front GAWR: 16,000 lb / 7,257 kg
 Drive GAWR: 22,500 lb / 10,208 kg
 Tag GAWR: 10,000 lb / 4,536 kg

Lavatory & Lavatory Accessories

1.1.19 DELETE BASIC CHEMICAL TYPE LAVATORY WITHOUT WASH BASIN 1

Windows

STANDARD ENTRANCE DOOR AND DRIVER'S WINDOWS - DOUBLE GLAZED 1
 STANDARD 5" WINDOWS 1

Interior Flooring

1.3.52 ALTRO FLOORING 1

Miscellaneous Interior

1.4.87.6 FRONT GUARD AREA, NOT INCLUDING PARTITION ON ROADSIDE OF COACH FACING FORWARD ON A 6" PEDESTAL. TO INCLUDE (1) RECARO ERGO B DRIVER'S SEAT WITH ARMRESTS FOR USE AS A GUARD SEAT MOUNTED FACING FORWARD AT #1 LH SEAT POSITION. MCI SUPPLIED LAP & SHOULDER BELT & CUPHOLDER. TO INCLUDE A SMALL BOX TO BE MOUNTED ON ROADSIDE SIDEWALL TO THE REAR OF THE DRIVER'S MODESTY PANEL. THIS BOX WILL CONTAIN -12 VOLT POWER SOURCE & CONTROL SWITCH FOR THE OVERHEAD LIGHT ALSO INCLUDES 110 VOLT POWER SOURCE ON HEAT DUCT TO REAR OF DRIVER'S MODESTY PANEL

1.4.87.8 FRONT GUARD AREA TO INCLUDE ONE (1) RECARO ERGO B DRIVER'S SEAT FOR USE AS A GUARD SEAT MOUNTED ON CURBSIDE OF COACH FORWARD FACING ON A 6" PEDESTAL AT #1 R.H. SEAT POSITION. SEAT TO INCLUDE ARMRESTS. TO INCLUDE MCI SUPPLIED LAP & SHOULDER BELT & CUPHOLDER. A SMALL BOX WILL BE MOUNTED ON CURBSIDE SIDEWALL TO THE REAR OF THE PASSENGER'S MODESTY PANEL. THIS BOX WILL CONTAIN -12 VOLT POWER SOURCE, CONTROL SWITCH FOR THE OVERHEAD LIGHT & MICROPHONE JACK. ALSO INCLUDES 110 VOLT POWER SOURCE ON HEAT DUCT TO REAR OF PASSENGER'S MODESTY PANEL

1.4.TBA NON STANDARD FRONT PARTITION - SEE SPECIAL 1



1.4.95 DRIVER'S BEVERAGE HOLDER 1
 STANDARD SUNVISORS, SCISSOR TYPE FOR WINDSHIELD AND DRIVER'S SIDE WINDOW 1

Customer Initials: CW

Spec #: C-14323

Printed by Michael Harpin on 12/18/2017



County of Riverside

Safety Equipment

- 1.6.8.2 TWENTY POUND FIRE EXTINGUISHER 1
- 1.6.20 AMEREX FIRE SUPPRESSION MODULAR SYSTEM V25, WITH AN ENGINE SHUTDOWN SYSTEM, 1
W/4 NOZZLES IN ENGINE COMPARTMENT
- 1.6.22 SMARTIRE - SMARTWAVE FULL FUNCTION DISPLAY, IN-DASH 1

Paint & Lettering

CUSTOM PAINT: COLOR: Riverside County Sheriff paint scheme, MFG NO.:

Miscellaneous Exterior

- 1.8.49 FRONT LICENSE PLATE MOUNTING RAILS TO ACCOMMODATE ONE (1) LICENSE PLATE 1
- 1.8.52 STAINLESS STEEL FRONT END 1
- STANDARD AIR-LOCKING BAGGAGE COMPARTMENT DOORS 1
- STANDARD DCPD RADIATOR DOOR 1

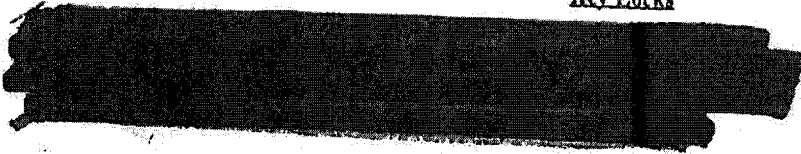
Nameplates, Decals & Elect Numbers

- 1.10.22.1 VIN PLATE - USA 1

Bumpers and Rub Rails

- STANDARD ANODIZED ALUMINUM REAR BUMPER 1

Key Locks



Vehicle Key Codes



Delivery Location

- 1.16.1.9 DELIVERY TO CUSTOMER FACILITY 1
- LOCATION: Location: Riverside County Sheriff Department 1
4000 N. Orange Street
Riverside, CA 92501

Lights and Reflectors

- 3.1.27 IN-STATION LIGHTING WITH CEILING DOME LIGHTS 1

Instrumentation

- 3.2.37.1 IMPERIAL GAUGES FOR SPEEDOMETER AND AIR PRESSURE 1

Customer Initial **CW**



County of Riverside

	<u>Radio & P.A. System</u>	
3.3.51	EXTERNAL PA SYSTEM & SIREN	1
	<u>Electrical & Miscellaneous Electrical Accessories</u>	
3.6.24	SLIDING TRAYS FOR BATTERIES, IN CONJUNCTION W/BASIC BATTERIES	1
3.6.29	COLOR BACK-UP CAMERA	1
	<u>Brakes and Air System</u>	
4.1.11	BRAKE DUST SHIELDS - ALL AXLES	1
	<u>Engine Cooling System</u>	
4.2.18	PRO-HEAT AUXILIARY ENGINE HEATER WITH MP CIRCULATING PUMP	1
	<u>Engine & Engine Accessories</u>	
4.3.68.5	CUMMINS EXTENDED COVERAGE PROTECTION PLAN I ISX 12 - [5 YEARS / 500,000 MILES IS] PROVIDED SOLELY BY CUMMINS INC. AND SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE CUMMINS EXTENDED COVERAGE PLAN. THE DIESEL PARTICULATE FILTER IS NOT INCLUDED IN THE CUMMINS EXTENDED COVERAGE PLAN. MCI'S OBLIGATION IS LIMITED TO PURCHASING THE COVERAGE FROM CUMMINS, INC. ON BEHALF OF BUYER. SEE CUMMINS EXTENDED COVERAGE PLAN (PLAN I BULLETIN 3381438)	1
4.3.98	CUMMINS ISX 11.9 L, 425 HP, 1450 FT-LB EPA 2017 ENGINE	1
	<u>Wheels, Wheel Accessories & Tires</u>	
4.5.17	ACCURIDE #29300, SIZE 9.00 X 22.5, 9000-LB RATED, HUB-PILOTED STEEL WHEELS (9) - WHITE	1
4.6.8.307	MICHELIN XZA-2 ENERGY TIRES SIZE: 315/80 R22.5 L-RATED	9
	<u>Transmission & Transmission Accessories</u>	
4.7.1	ALLISON B500 GEN V AUTOMATIC TRANSMISSION WITHOUT RETARDER	1
4.7.30.1	ALLISON TRANSMISSION B500 INTERCITY/TOUR EDGE LEVEL I EXTENDED COVERAGE PROVIDING A TOTAL OF FIVE (5) YEARS PROVIDED SOLELY BY ALLISON TRANSMISSION AND SUBJECT TO TERMS AND CONDITIONS, PROVISIONS, AND LIMITATIONS SET FORTH IN THE ALLISON TRANSMISSION EDGE EXTENDED COVERAGE PLAN. MCI'S OBLIGATION LIMITED TO PURCHASING THE COVERAGE FROM ALLISON TRANSMISSION ON BEHALF OF BUYER. REFERENCE ALLISON TRANSMISSION PUBLICATION NUMBER SE5410EN (2006/07), WITHOUT RETARDER	1
4.7.33.9	4.10:1 REAR AXLE RATIO	1
4.7.44	TRANSYND SYNTHETIC TRANSMISSION OIL FOR B500	1
	<u>Driver Seat & Driver Seat Options</u>	
6.10.TBA	RH PLASTIC ARMREST ON RECARO M3PT DRIVER'S SEAT	1
	<u>User Defined Specials</u>	
SPECIAL_PS		1

Customer Initials **CW**

Spec # G-14311

Printed by Michael Hargis on: 12/18/2012



County of Riverside

S 4.3.277.4 ENGINE GOVERN SPEED - 72 MPH

S 6.8.42.14 RECARO ERGO M3PT (AM80) AIR RIDE DRIVER SEAT, VPN: 8H0.41.T22.XXXX PROVIDED WITH THE FOLLOWING FEATURES: THREE INCH RISER TO FIT MCI D COACH, BOTH 3" & 7" SETBACK IN BLACK POWDER COAT WITH FLOOR TETHERS, AIR SUSPENSION, 400 POUND CAPACITY, WITH 6.0 INCHES TRAVEL AND ADJUSTMENT, DUAL SHOCK (RH ADJUSTABLE), AIRTRACK WITH CENTER MANUAL SLIDE RELEASE AND 9.25 INCHES FORE/AFT TRAVEL, SEAT CUSHION WITH 17 DEGREE TILT AND 2 INCHES LENGTH ADJUSTMENT, SEAT BACK WITH 12 DEGREE RECLINE STOP, DUAL RECLINER ADJUSTMENT, TRIPLE AIR LUMBAR AND 4 WAY ADJUSTABLE HEADREST, INTEGRAL 3 POINT SEAT BELT WITH LH BELT RETRACTOR AND RH CONTROLS WITH RH ARMREST, WITH OUT OPTIONAL I/O OR RECARO SEAT CUSHION ALARM

S 6.10.90 LH PLASTIC ARMREST FOR RECARO DRIVERS SEAT TO BE SHIPPED LOOSE

Special_1 P1.7.32 : Rear exterior fiberglass enclosure panel in color other than standard

[REDACTED]

[REDACTED]

Special_4 S1.4.36 : CERTIFIED WEIGHT SLIP- CALIFORNIA HIGHWAY PATROL CERTIFIED

Special_5 S1.4.581.4 : GUARD DESK, 26" HIGH X 32" WIDE, SMOOTH, TOP WITH A RIM TO PREVENT ITEMS FROM ROLLING OFF. TOP TO BE LAMINATE. RAISED EDGES TO BE SMOOTH.

[REDACTED]

- RELOCATED P.A. BOX FOR EASY ACCESS. SHIP FIRST AID KIT LOOSE.

Customer Initials CW

Spec #: C-14323

Printed by Michael Harpax on: 12/18/2017



County of Riverside

- Special_6 S1.6.59.6 : 20LB. FIRE EXTINGUISHER AND MOUNTING HARDWARE SHIPPED LOOSE IN LIEU OF BASIC
- Special_7 S1.6.80 : SHIP LOOSE BASIC FIRST AID KIT AND MOUNTING HARDWARE.
- Special_8 S1.10.188 : ELECTRICAL TERMINAL COMPARTMENT DECAL
- Special_9 S3.1.318 : FOG LIGHTS
- Special_10 S3.1.328.12 : FOUR (4) SEVEN INCH DIAMETER RED LED, FLASHING ROOF WARNING LIGHTS ON COACH ROOF AND TWO ADDITIONAL RED LIGHTS MOUNTED ON FRONT OF COACH ABOVE THE HEAD LIGHTS AND TIED IN WITH THE CODE (3) THREE LIGHTS. A TELL TALE LIGHT IN THE DASH IS TO INDICATE WHEN WARNING LIGHTS ARE TO BE ENABLED.
FLASHING SEQUENCE AS FOLLOWS:
- UPPER ROADSIDE BURNS STEADY AND DOES NOT FLASH.
- UPPER CURBSIDE AND LOWER ROADSIDE LIGHT WILL FLASH TOGETHER.
- LOWER CURBSIDE LIGHT FLASHES ALTERNATELY.
- THE REAR CURBSIDE LIGHT WILL FLASH IN UNISON WITH THE UPPER FRONT CURBSIDE LIGHT AND REAR ROADSIDE LIGHT WILL FLASH ALTERNATELY.
- Special_11 S3.1.338 : ADDITIONAL READING LIGHT AND SWITCH INSTALLED FOR AISLE ROADSIDE GUARD
- Special_12 S3.3.85.6 : RADIO COMPARTMENT INSTALLED AT FRONT OF #1 R.H. BAGGAGE COMPARTMENT FOR FUTURE INSTALLATION OF 2-WAY RADIO TRANSMITTER BY CUSTOMER.

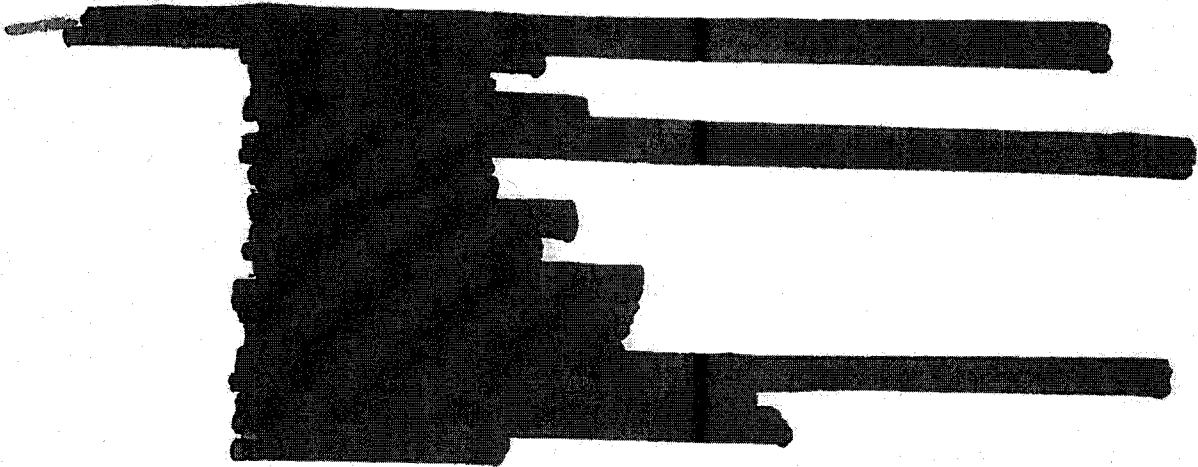
CW
Customer File #

Spec #: C-1033

Printed by Michael Harpin on: 12/18/2017



County of Riverside



Special_14 S3.6.86.4 : 12 VOLT 30 AMP 6 STUD TERMINAL BLOCK MOUNTED IN THE RADIO BOX AT THE MID I
POINT OF
THE LEFT WALL.

Special_15 S3.6.161 : 12 VOLT POWER SOURCE AND 40 AMP. BREAKER INSTALLED IN REAR ELECTRICAL I
JUNCTION
BOX.

Special_16 S3.6.167.2 : 12 VOLT POWER SOURCE WITH TERMINAL BLOCK TO TERMINATE AT CORNER OF RH I
(CURB
SIDE) MODESTY PANEL AND SIDEWALL AREA WIRED HOT.

Special_17 S3.6.276.11 : Parker Multiplex System

Special_18 S3.6.276.12 : Parker controls drivers multi-function display (MFD) programming

Special_19 S4.1.98 : TAG AXLE UNLOADING SYSTEM, WITH CONTROLS IN DRIVER'S AREA

Customer # CW

Spec # C-14221

Printed by Michael Harpin on 12/18/2017



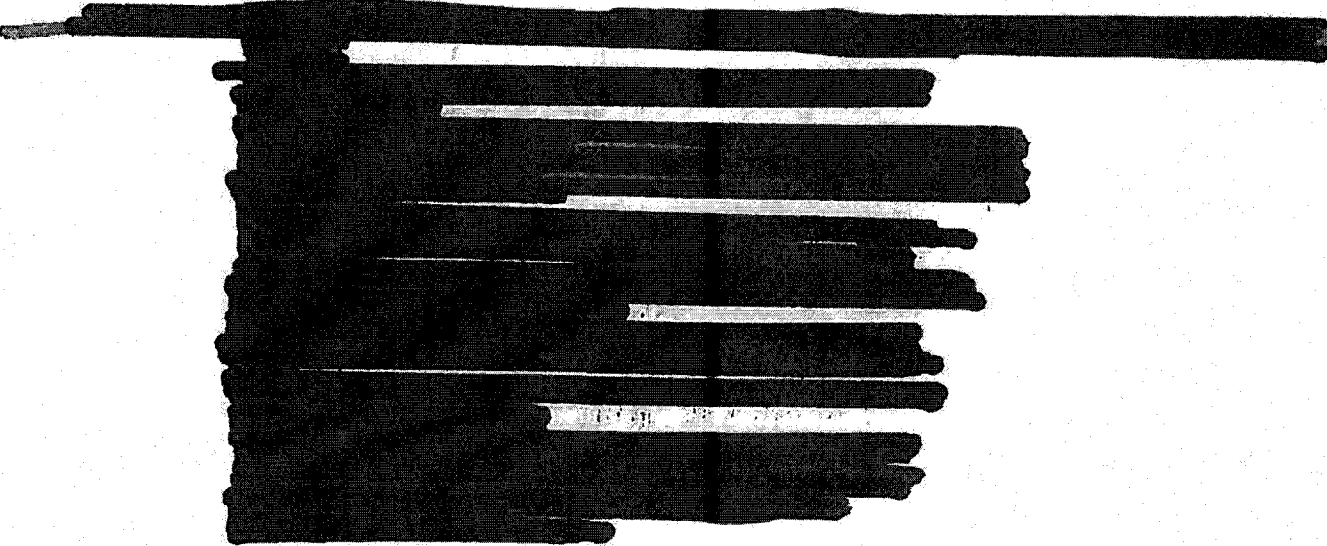
County of Riverside

Special_20 S4.4.64.5 : HEATED FUEL PRO W/WATER SENSOR IN LIEU OF BASIC FUEL PRO. HEATER TO BE I
ENABLED
WITH MASTER ON.

Special_21 S4.7.375 : RADIUS ROD BUSHINGS TO BE CLEVITE 836520, IN LIEU OF BASIC. I

Special_22 S4.7.510 : HUBODOMETER R.H. DRIVE AXLE IN MILES I

Special_23 S4.8.TBA : DELIVER COACH TO RIVERSIDE SHERIFF DEPARTMENT -RIVERSIDE, CA W/ FULL I
TANK OF FUEL



Special_25 S1.4.851 : FRONT PARTITION 66" FROM DATUM. PARTITION TO REACH FROM THE FLOOR TO I
JUST BELOW THE CEILING AND WILL HAVE A LOCKABLE 22" WIDE DOOR IN THE AISLE &
SMALLER ACCESS DOOR AT EYE LEVEL

Customer Initial CW

Spec #: C-14323

Printed by Michael Harpits on 12/18/2017



County of Riverside

Special_26 S1.2.231 : INMATE WINDOWS TO HAVE TRANSLUSCENT MATERIAL THAT WILL ALLOW LIGHT IN BUT NO VISIBILITY OUT.

[REDACTED]

Special_28 S1.4.974.2 : PARTITIONS AND CELL PARTITIONS TO HAVE EXTRA FOOT ROOM AT BOTTOM

Special_29 S1.4.977 : FRONT GUARD SEATS TO BE RECARO ERGO AIR RIDE DRIVER'S SEATS WITH LH AND RH ARMRESTS AND THREE POINT INTEGRAL BELTS, ON 4" RISER. NOTE: TO REPLACE OPTIONAL 1.4.87.6 AND 1.4.87.8 GUARD SEATS.

[REDACTED]

Special_31 S3.1.406 : LED FLUSH MOUNTED LIGHTS IN CEILING OF CENTER AISLE BETWEEN CELLS, TO INCLUDE STAINLESS STEEL MESH COVERS.

Customer Initials: CW Date: _____

Spec #: C-1433

Printed by Michael Harpin on: 12/16/2017



County of Riverside

Selected Upholstery / Fabrics

<u>Upholstery Locations</u>	<u>Selected Upholstery</u>
Inmate Seats	
Seat Color:	Blue Fiberglass
Driver's Seat	
Headrest:	BEV 366 Dark Grey
Cushion & Back:	BEV 366 Dark Grey
Sideboxing:	BEV 366 Dark Grey
Seat Back Panel:	Standard Black Plastic
Front Guard Seat(s)	
Headrest:	BEV 366 Dark Grey
Cushion & Back:	BEV 366 Dark Grey
Sideboxing:	BEV 366 Dark Grey
Seat Back Panel:	Standard Black Plastic
Flooring	
Interior Flooring:	Altro Meta TFM 27903 Storm

Customer Initials: CW

Spec #: C-14123

Printed by Michael Harpin on 12/18/2017

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3-16
(MT6403)

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Sheriff-Coroner-PA regarding Authorize the Purchasing Agent to issue a Purchase Order to Motor Coach Industries (MCI) for One (1) Inmate Security Bus for the Sheriff's Department for FY17/18, All District, is continued to Tuesday, March 27, 2018 at 9:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 27, 2018 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: February 27, 2018
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
3-16

xc: Sheriff, CØB

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.16
(ID # 6403)**

MEETING DATE:
Tuesday, March 13, 2018

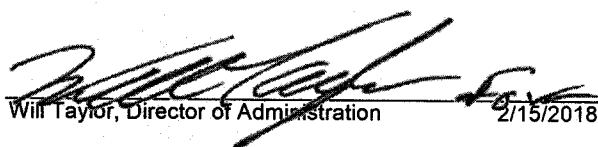
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Authorize the Purchasing Agent to issue a Purchase Order to Motor Coach Industries (MCI) for One (1) Inmate Security Bus for the Sheriff's Department for FY17/18, [District All]; [Total Cost \$664,473]; 100% Booking Fee Recovery Fund; 4/5 Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Purchasing Agent to issue a Purchase Order to Motor Coach Industries (MCI) for one (1) inmate security bus for an amount of \$655,973; and,
2. Authorize the Purchasing Agent to issue a Purchase Order to Public Safety Enterprise Communication Unit for one (1) mobile radio in the amount of \$8,500; and,
3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding, to authorize changes to the scope of services/work that do not change the substantive terms of the purchase order, including the compensation provision that do not exceed 10%; and,
4. Approve and direct the Auditor Controller to make the budget adjustments, as shown on Schedule A attached.

ACTION: 4/5 Vote Required, Policy


Will Taylor, Director of Administration 2/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 664,473	\$ 0	\$ 664,473	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Booking Fee Recovery Fund			Budget Adjustment:	Yes
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BR 18-040

BACKGROUND:

Summary

Annually, the Sheriff's Department transports approximately 195,400 inmates. Transportation destinations include state prisons throughout California, other county detention facilities, local and state hospitals, Riverside County courts, and various daily special transportation runs. This will be the first of two additional MCI buses needed for the John Benoit Detention Center.

The MCI 40-foot bus has become the bus of choice for the Sheriff's Departments in Los Angeles, Orange, San Bernardino and San Diego Counties. In 2001, the Federal Bureau of Prisons released a five-year study that compared the MCI bus against buses manufactured by Thomas, Bluebird and Eagle. The study concluded that the MCI bus is the most durable and roadworthy bus for this critical long-haul type of transportation. It also is the least expensive bus to operate as shown through vehicle life cycle costing and miles between major repairs.

There are many advantages to purchasing from MCI. The majority of the Department's Correctional Fleet consist of the MCI buses. The Corrections' bus operators prefer the MCI instrumentation panel, and the bus's operating diagnostic prompts facilitate troubleshooting problems on the road. In addition, training costs for both bus operators and bus mechanics are reduced when purchasing vehicles from the same manufacturer.

Price Reasonableness:

The Los Angeles Sheriff's Department (LASD) conducted a bid RFB-IS-15200823 for 45 and 50 Passenger Prisoner Transport Buses. As a result of the bid, MCI was the only vendor to respond to the bid and was awarded the contract. The LASD contract extends the same pricing to any participating agency with this commodity request, and MCI agrees to honor the base pricing per LASD contract.

The forty-foot, 50 passenger bus the Department is ordering will be equipped with an EPA-compliant Cummins engine that reduces particulate matter exhaust emissions. The base price for the bus before equipment and safety features are installed is \$566,291 (pricing before tax and CA tire fees). The installation of the security cage, first aid compartment, warning lights, fire extinguisher, cameras, and other equipment will total \$655,973 (pricing includes tax). In addition, with the installation of a PSEC radio system of \$8,500, the grand total including tax and CA tire fee is \$664,473.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Citizens and Businesses:

No impact

Attachments:

Schedule A

Schedule A

Increase Appropriations:

10000-2500400000-546160	Equipment – Other	\$8,500
10000-2500400000-528920	Carpool	<u>\$655,973</u>
	Total	\$664,473

Memo Line Only:

11085-2500400000-330132	CFB-Booking Fee Recovery	\$8,500
11085-2500400000-330132	CFB-Booking Fee Recovery	\$655,973

Increase Estimated Revenue:

45300-7300500000-777620	Vehicle Cost Recovery	\$655,973
-------------------------	-----------------------	-----------

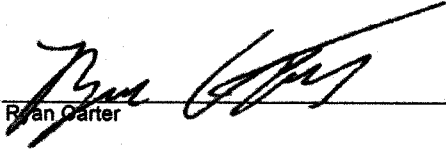
Increase Appropriations:

45300-73005000000-535560	Depreciation – Equipment	\$15,618
45300-73005000000-546300	Vehicles-Buses/Heavy Trucks	\$655,973

Use of Unrestricted Net Assets:

45300-73005000000-380100	Unrestricted Net Assets	\$15,618
--------------------------	-------------------------	----------

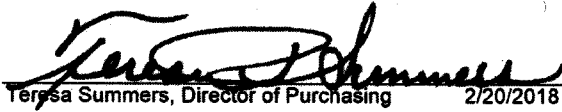
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Ryan Carter

2/21/2018


Misley Wang

2/14/2018


Teresa Summers, Director of Purchasing

2/20/2018

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3-50
(MT6403)

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Sheriff-Coroner-PA regarding Authorize the Purchasing Agent to issue a Purchase Order to Motor Coach Industries (MCI) for One (1) Inmate Security Bus for the Sheriff's Department for FY17/18, All District, is continued to Tuesday, March 13, 2018 at 9:00 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on February 27, 2018 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: February 27, 2018
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Kecia Harper-Ihem* Deputy

AGENDA NO.
3-50

xc: Sheriff, CQB

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.50
(ID # 6403)

MEETING DATE:

Tuesday, February 27, 2018

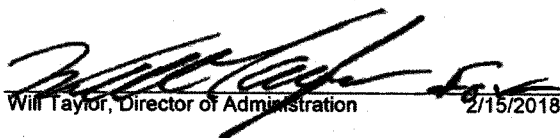
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Authorize the Purchasing Agent to issue a Purchase Order to Motor Coach Industries (MCI) for One (1) Inmate Security Bus for the Sheriff's Department for FY17/18, [District All]; [Total Cost \$664,473]; 100% Booking Fee Recovery Fund; 4/5 Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Purchasing Agent to issue a Purchase Order to Motor Coach Industries (MCI) for one (1) inmate security bus for an amount of \$655,973; and,
2. Authorize the Purchasing Agent to issue a Purchase Order to Public Safety Enterprise Communication Unit for one (1) mobile radio in the amount of \$8,500; and,
3. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding, to authorize changes to the scope of services/work that do not change the substantive terms of the purchase order, including the compensation provision that do not exceed 10%; and,
4. Approve and direct the Auditor Controller to make the budget adjustments, as shown on Schedule A attached.

ACTION: 4/5 Vote Required, Policy


Will Taylor, Director of Administration 2/15/2018

MINUTES OF THE BOARD OF SUPERVISORS

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 664,473	\$ 0	\$ 664,473	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Booking Fee Recovery Fund			Budget Adjustment:	Yes
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BR 18-040

BACKGROUND:

Summary

Annually, the Sheriff's Department transports approximately 195,400 inmates. Transportation destinations include state prisons throughout California, other county detention facilities, local and state hospitals, Riverside County courts, and various daily special transportation runs. This will be the first of two additional MCI buses needed for the John Benoit Detention Center.

The MCI 40-foot bus has become the bus of choice for the Sheriff's Departments in Los Angeles, Orange, San Bernardino and San Diego Counties. In 2001, the Federal Bureau of Prisons released a five-year study that compared the MCI bus against buses manufactured by Thomas, Bluebird and Eagle. The study concluded that the MCI bus is the most durable and roadworthy bus for this critical long-haul type of transportation. It also is the least expensive bus to operate as shown through vehicle life cycle costing and miles between major repairs.

There are many advantages to purchasing from MCI. The majority of the Department's Correctional Fleet consist of the MCI buses. The Corrections' bus operators prefer the MCI instrumentation panel, and the bus's operating diagnostic prompts facilitate troubleshooting problems on the road. In addition, training costs for both bus operators and bus mechanics are reduced when purchasing vehicles from the same manufacturer.

Price Reasonableness:

The Los Angeles Sheriff's Department (LASD) conducted a bid RFB-IS-15200823 for 45 and 50 Passenger Prisoner Transport Buses. As a result of the bid, MCI was the only vendor to respond to the bid and was awarded the contract. The LASD contract extends the same pricing to any participating agency with this commodity request, and MCI agrees to honor the base pricing per LASD contract.

The forty-foot, 50 passenger bus the Department is ordering will be equipped with an EPA-compliant Cummins engine that reduces particulate matter exhaust emissions. The base price for the bus before equipment and safety features are installed is \$566,291 (pricing before tax and CA tire fees). The installation of the security cage, first aid compartment, warning lights, fire extinguisher, cameras, and other equipment will total \$655,973 (pricing includes tax). In addition, with the installation of a PSEC radio system of \$8,500, the grand total including tax and CA tire fee is \$664,473.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Citizens and Businesses:

No impact

Attachments:

Schedule A

Schedule A

Increase Appropriations:

10000-2500400000-546160	Equipment – Other	\$8,500
10000-2500400000-528920	Carpool	<u>\$655,973</u>
	Total	\$664,473

Memo Line Only:

11085-2500400000-330132	CFB-Booking Fee Recovery	\$8,500
11085-2500400000-330132	CFB-Booking Fee Recovery	\$655,973

Increase Estimated Revenue:

45300-7300500000-777620	Vehicle Cost Recovery	\$655,973
-------------------------	-----------------------	-----------

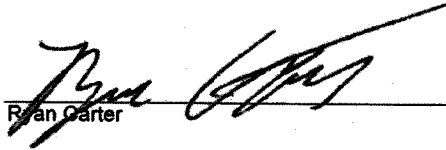
Increase Appropriations:

45300-73005000000-535560	Depreciation – Equipment	\$15,618
45300-73005000000-546300	Vehicles-Buses/Heavy Trucks	\$655,973

Use of Unrestricted Net Assets:

45300-73005000000-380100	Unrestricted Net Assets	\$15,618
--------------------------	-------------------------	----------

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA


Ryan Carter

2/21/2018


Misley Wang

2/14/2018


Teresa Summers, Director of Purchasing

2/20/2018