

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



ITEM: 3.19  
(ID # 19236)

**MEETING DATE:**

Tuesday, June 14, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Approve the Agreement to Purchase Between Motor Coach Industries, Inc. (MCI) and the County for the Purchase of Four (4) Inmate Security Buses Without Seeking Competitive Bids; All Districts; [Total Cost \$2,841,059; Up to \$284,106 in Additional Compensation - 100% Sheriff's Budget]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement to Purchase between Motor Coach Industries, Inc. (MCI), a Delaware corporation and the County of Riverside (Purchase Agreement) for the purchase of four (4) inmate security buses in the amount of \$2,841,059, without seeking competitive bids, and authorize the Chair of the Board to sign the Purchase Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Purchase Agreement including modifications of the scope of work that stay within the intent of the Purchase Agreement and sign amendments to the compensation provisions that do not exceed ten percent (10%) of the total annual cost of the Purchase Agreement.

**ACTION:**Policy

  
Edward Delgado, Assistant Sheriff 6/1/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Washington and duly carried,  
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, and Washington  
Nays: None  
Absent: Perez and Hewitt  
Date: June 14, 2022  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 3,125,165	\$ 0	\$ 3,125,165	\$ 0
<b>NET COUNTY COST</b>	\$ 3,125,165	\$ 0	\$ 3,125,165	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sheriff's Budget			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22-22/23	

**C.E.O. RECOMMENDATION:** Approve

BR 21-036

**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. The Department currently operates twelve (12) inmate security transportation buses manufactured by MCI that together are driven thousands of miles per year. Based upon industry standards, these buses should be replaced after ten (10) years. However, eleven (11) buses that were purchased before 2010 either meet or exceed useful life. The age and condition of these buses have resulted in higher operating costs and untimely repairs.

The Department is seeking to replace four (4) MCI buses with the newest MCI model. There are many advantages to purchasing from MCI. 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.

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.

**Impact on Residents and Businesses**

There is no adverse effect on residents and businesses. This action will improve the operation of inmate transportation and provide safer, more reliable transportation for

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inmates; thus, providing a better service to the citizens of Riverside County. The purchase of replacement buses will greatly reduce the risk of bus mechanical failures, including the associated disruptions when the inmates are on board.

**Contract History and Price Reasonableness**

To keep the operator training costs down and the bus maintenance proficiency, the Department is seeking to purchase the four (4) buses from MCI without seeking competitive bids. The forty-foot, 50 passenger buses the Department is ordering will be equipped with an EPA-compliant Cummins engine that reduces particulate matter exhaust emissions. The base price for the one bus before equipment and safety features are installed is \$653,117 (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 \$710,265 (pricing includes tax). Further, the installation of a PSEC radio system will be at no cost as new mobile radio kits are available. The grand total, including taxes and California tire fee, is \$710,265. MCI price increase since 2019 is \$68,110 per bus. The department will be ordering four (4) buses totaling: \$2,841,059 with an additional 10% contingency of \$284,106 to allow for unforeseen expenses. The buses purchase of \$2,841,059 will be funded by the Sheriff's Budget.

**Attachments:**

1. Three (3) Motor Coach Purchase Agreement
2. MCI Single Source Request

  
Suzanna Hickley, Assistant Director of Purchasing and Fleet Service

5/26/2022

  
Rebecca S. Cortez, Principal Management Analyst

6/1/2022

  
Kristine Bell-Valdez, Supervising Deputy County Counsel

5/26/2022



# AGREEMENT TO PURCHASE

Reliability Driven™

Order Dated: April 21, 2022

\_\_\_ Corporation \_\_\_ Limited Liability Company \_\_\_ Partnership \_\_\_ Individual X Other

Name: **County of Riverside, on behalf of the Riverside County Sheriff's Department**  
 Address: **16791 Davis Ave.**  
 City/State: **Riverside, CA 92518**

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 New Flyer/MCI Service Center, 2880 East Jurupa St., Ontario, CA 91761 on or before December 31, 2022 and pursuant to the other terms and conditions set forth in this Agreement.

Quantity	Description	Prices (Excludes Taxes)	
		Unit Price	Total
(4)	MCI® 2022 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 C-16803 dated 04/21/2022 (Exhibit B).	\$653,116.97	\$2,612,467.88
	___ Conversion shell ___ Demo unit: warranty start date: _____		
	<input checked="" type="checkbox"/> Exhibit A; <input checked="" type="checkbox"/> Exhibit B; ___ 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:		\$2,612,467.88
	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 36 Tires = \$63.00)		\$ 228,590.94
	Balance Due: <i>Payment Terms: Net 30</i>		\$2,841,058.82

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

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

By: *Jeff Hewitt*  
 Print Name: **JEFF HEWITT**

Print Title: **CHAIR, BOARD OF SUPERVISORS**

Date of Offer: \_\_\_\_\_, 2022

Accepted by:  
**Motor Coach Industries, Inc.**

By: *Jennifer McNeill*  
 Officer Name: Jennifer McNeill

Officer Title: Vice-President, Sales and Marketing

Date of Acceptance: **May 5**, 2022

Name of Salesperson: Lee Kemp

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.

ATTEST:

**KECIA R. HARPER, Clerk**

By: *Zulym Martinez*  
**DEPUTY**

Buyer's initials *JS*

RECEIVED  
JAN 11 1961

BY  
RECEIVED  
JAN 11 1961



**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



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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. **This section intentionally left blank.**

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 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

Buyer's initials



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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 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:

Buyer's initials



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- (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 PS

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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.

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**

**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



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).

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.



Exhibit B

County of Riverside

Date: 4/21/2022

Spec #: C-16803

Customer Order # A25621

Quantity: 4

Customer # U1217

**MCI D4000ISTV (MY2022)**

Feature/Option #	Feature/Option Title	Qty
<b><u>Standard Features</u></b>		
Standard	Semi-monocoque low-corrosion stainless steel frame	1
Standard	Bonded aluminum roof skin, galvanized sidewall panels	1
Standard	Sedan entrance door	1
Standard	½" Acrylic shatter resistant Passenger Sash	1
Standard	Energy absorbing front bumper 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 kneeling feature	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	Progressive engine brakes (2/4/6 cylinder)	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	15 gallon diesel exhaust fluid (DEF) tank	1
Standard	Standard Electronic manuals only (Thumb Drive)	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 supply in driver's area	1
Standard	E-Fan cooling package	1
Standard	Dual Delco 55SI 250 Amp brushless 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	Back-up alarm	1

Customer Initials:  Date: \_\_\_\_\_

Spec #: C-16803

Printed by Michael Harpin on:  
4/21/2022



Standard	Two non-threaded post 8D batteries	1
Standard	Passenger announcement system	1

**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 / 10,206 kg
Tag GAWR:	10,000 lb / 4,536 kg

**Certifications / Compliances**

1.0.2	STATE OF CALIFORNIA REQUIREMENTS	1
1.0.4	ENGINE CERTIFICATION – EPA & CARB CERTIFIED W/ CARB EMISSION WARRANTY	1

**Lavatory & Lavatory Accessories**

1.1.19	DELETE BASIC CHEMICAL TYPE LAVATORY WITHOUT WASH BASIN	1
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**Windows**

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

**Interior Flooring**

1.3.52	ALTRO FLOORING	1
1.3.52.022	FLOORING COLOR - ALTRO META TFM 27903 STORM	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
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





LOCATION:	Location:Riverside County Sheriff Department 4000 N. Orange Street Riverside, CA 92501	1
STANDARD	MANUFACTURING SITE - MULTI-SITE BUILD	1
<b><u>Lights and Reflectors</u></b>		
3.1.27	IN-STATION LIGHTING WITH CEILING DOME LIGHTS	1
<b><u>Instrumentation</u></b>		
3.2.37.3	GAUGES FOR SPEEDOMETER - USA	1
<b><u>Radio &amp; P.A. System</u></b>		
3.3.51	EXTERNAL PA SYSTEM & SIREN	1
<b><u>Electrical &amp; Miscellaneous Electrical Accessories</u></b>		
3.6.24	SLIDING TRAYS FOR BATTERIES, IN CONJUNCTION W/BASIC BATTERIES	1
3.6.29	COLOR BACK-UP CAMERA	1
3.6.42	IMPACT SENSOR WITH EMERGENCY LIGHTING - CALIFORNIA REQUIREMENT	1
<b><u>Multiplexing</u></b>		
STANDARD	PARKER MULTIPLEX SYSTEM	1
<b><u>Brakes and Air System</u></b>		
4.1.11	BRAKE DUST SHIELDS - ALL AXLES	1
<b><u>Engine Cooling System</u></b>		
STANDARD	ENGINE EFAN RAD AND CAC WITH TWO (2) 250 AMP ALTERNATORS	1
<b><u>Engine &amp; Engine Accessories</u></b>		
4.3.68.10	CUMMINS EXTENDED COVERAGE PROTECTION PLAN - X 12 ENGINES TERMS - [5 YEARS / 1 500,000 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 1 BULLETIN 5410615)	
4.3.109	CUMMINS X12 11.8 L, 410 HP, 1450 FT- LB ENGINE	1
<b><u>Fuel System</u></b>		
4.4.11	ALUMINUM FUEL TANK	1
<b><u>Wheels, Wheel Accessories &amp; Tires</u></b>		
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

**Transmission & Transmission Accessories**Customer Initials:  Date: \_\_\_\_\_

Spec #: C-16803

Printed by Michael Harpin on:  
4/21/2022



1.4.TBA	NON STANDARD FRONT PARTITION - SEE SPECIAL	1
1.4.89.3	CELL PARTITIONS- THREE (3) CELLS ON THE ROADSIDE (LH) OF COACH. EACH CELL TO INCLUDE A LOCKABLE DOOR WITH A SMALLER ACCESS DOOR AT EYE LEVEL	1
1.4.89.4	CELL PARTITIONS -THREE (3) CELLS ON THE CURBSIDE (RH) OF COACH. EACH CELL TO INCLUDE A LOCKABLE DOOR WITH A SMALLER ACCESS DOOR AT EYE LEVEL	1
1.4.95	DRIVER'S BEVERAGE HOLDER	1
STANDARD	SUNVISORS, SCISSOR TYPE FOR WINDSHIELD AND DRIVER'S SIDE WINDOW	1

**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
1.6.22	SMARTIRE FULL FUNCTION DISPLAY, IN-DASH	1

**Paint & Lettering**

CUSTOM PAINT: COLOR: 1.7.1 (Three Colour Paint - Riverside County Sheriff Paint Scheme),MFG NO.:		1
1.7.30	EXTERIOR PAINT - WITH CLEAR COAT	1

**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 & Fleet Numbers**

1.10.22.1	VIN PLATE - USA	1
1.10.29	CALIFORNIA PROPOSITION 65 WARNING DECAL	1

**Bumpers and Rub Rails**

STANDARD	ANODIZED ALUMINUM REAR BUMPER	1
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**Key Locks**

1.14.1	JUNCTION BOX DOOR WITH KEYED ALIKE LOCK.	1
1.14.5	FRONT SIDE SERVICE DOOR WITH KEYED ALIKE LOCK.	1
1.14.6	FUEL COMPARTMENT DOOR WITH KEYED ALIKE LOCK.	1
1.14.8	ENGINE/SERVICE COMPARTMENT DOOR LOCKS.	1

**Vehicle Key Codes**

Ford Key Code: FA0136 Locksmith 14335  
Schlage Key Code: C65325  
Chrysler Key Code: L0006/3111232

**Delivery Location**

1.16.1.9	DELIVERY TO CUSTOMER FACILITY	1
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Customer Initials:  Date: \_\_\_\_\_

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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
4.7.44.1	TES-668 SYNTHETIC TRANSMISSION OIL FOR B500	1
<b><u>Seating &amp; Trim</u></b>		
6.1.10.12	SEAT PEDESTAL CAPS - NO PEDESTAL CAPS	1
<b><u>Driver Seat &amp; Driver Seat Options</u></b>		
6.8.TBA	NON-STANDARD DRIVER'S SEAT SELECTION	1
<b><u>User Defined Specials</u></b>		
SPECIAL_PS		1
S 3.6.276.11	PARKER MULTIPLEX SYSTEM - COACH PROGRAMMING	1
S 3.6.276.12	PARKER CONTROLS DRIVERS MULTI-FUNCTION DISPLAY (MFD) PROGRAMMING	1
S 4.3.277.4	GOVERN SPEED - 72 MPH	1
S 5.10.71	PASSENGER SEATS - D4000ISTV COACH	1
S 6.8.56	DRIVER'S SEAT - D4000ISTV COACHES	1
Special-1	S1.2.139 : LARGE SLIDING 1/2" THICK ACRYLIC WINDOW LOCATED AT #1 RH FRONT W/BRONZE 1 TINT.	1



- Special-2 S1.2.231 : INMATE WINDOWS TO HAVE TRANSLUSCENT MATERIAL THAT WILL ALLOW LIGHT IN AND NO VISIBILITY OUT
- Special-3 S1.4.36 : VEHICLE WEIGHT SLIP 1
- Special-4 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.  
-TO INCLUDE (3)THREE DRAWERS, LOCKABLE WITH THE CELL KEY. LOCATED IMMEDIATELY BEHIND RH MODESTY PANEL BELOW VENT LINE.  
-RELOCATED P.A. BOX FOR EASY ACCESS. SHIP FIRST AID KIT LOOSE.
- Special-5 S1.4.814.2 : INSTALL TWO (2) MIDDLE WALL TO WALL PARTITIONS 1
- Special-6 S1.4.847 : INSTALL CLEAR LEXAN (ACRYLIC) OVER PERFORATED HOLES ON ALL SEGREGATION BARRIERS, INCLUDING ALL DOORS. LEXAN TO STOP 6" FROM THE CEILING.
- Special-7 S1.4.851 : FRONT PARTITION 66" FROM DATUM 1
- Special-8 S1.4.974.2 : PARTITIONS AND CELL PARTITIONS TO HAVE EXTRA FOOT ROOM AT BOTTOM 1
- Special-9 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.
- Special-10 S1.4.978 : PARTITIONS TO INCLUDE MAGNET WHICH WILL HOLD THE DOORS IN OPEN POSITION 1





- Special-11 S1.6.59.6 : SHIP LOOSE FIRE EXTINGUISHER WITH MOUNTING BRACKETS AND/OR BOX INSIDE 1  
OF COACH; IN LIEU OF BASIC FIRE EXTINGUISHER INSTALLATION.
- Special-12 S1.6.80 : SHIP LOOSE BASIC FIRST AID KIT AND MOUNTING HARDWARE. 1
- Special-13 S1.10.188 : ELECTRICAL TERMINAL COMPT DECAL 1
- Special-14 S3.1.318 : FOG LIGHTS 1
- Special-15 S3.1.328.12 : FOUR (4) SEVEN INCH DIAMETER RED LED, FLASHING ROOF WARNING LIGHTS ON 1  
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-16 S3.1.338 : LED WHITE LIGHT ARRAY, TO BE SWITCH OPERATED AND MOUNTED ALONG THE 1  
SIDEWALL ABOVE THE GUARD DESK TOP (REF: S1.4.581.4) AND BELOW THE WINDOW TO  
ILLUMINATE THE DESK.  
-LIGHT TO BE TIED TO THE IGNITION.
- Special-17 S3.1.406 : LED FLUSH MOUNTED LIGHTS IN CEILING OF CENTER AISLE BETWEEN CELLS, TO 1  
INCLUDE STAINLESS STEEL MESH COVERS.
- Special-18 S3.3.85.6 : RADIO COMPARTMENT INSTALLED AT FRONT OF #1 R.H. BAGGAGE COMPARTMENT 1  
FOR FUTURE INSTALLATION OF 2-WAY RADIO TRANSMITTER BY CUSTOMER.



- Special-19      S3.3.620.151 : SEON SURVEILLANCE SYSTEM TO INCLUDE THE FOLLOWING: 1
- ON BOARD EQUIPEMENT
  - 9 CAMERA SYSTEM
  - DIGITAL VIDEO RECORDER
  - MONITORS IN THE FORWARD OFFICER POSITION W/FRONT MOUNT (1 PER VEHICLE)
  - 4 LED DISPLAY
  - CABLE LED DISPLAY
  - CABLE INTERFACE TO DVR
  - CABLE CAMERA POWER
  - TRAINING AND DOCUMENTATION
  - PLAYBACK SOFTWARE
  - EIGHT (8) INTERIOR CAMERAS
  - ONE (1) EXTERIOR CAMERA AT CURBSIDE FRONT OF COACH FACING REARWARD
  - BACKUP CAMERA TIED INTO SEON SYSTEM
  - TWO PANIC BUTTONS SUPPLIED WITH SYSTEM
  - WI-FI CAPABILITIES.
- Special-20      S3.6.86.4 : 12 VOLT 30 AMP 6 STUD TERMINAL BLOCK MOUNTED IN THE RADIO BOX AT THE MID 1  
POINT OF THE LEFT WALL.
- Special-21      S3.6.161 : 12 VOLT POWER SOURCE AND 40 AMP. BREAKER INSTALLED IN REAR ELECTRICAL 1  
JUNCTION BOX.
- Special-22      S3.6.167.2 : 12 VOLT POWER SOURCE WITH TERMINAL BLOCK TO TERMINATE AT CORNER OF RH 1  
(CURB SIDE) MODESTY PANEL AND SIDEWALL AREA WIRED HOT.
- Special-23      S4.1.98 : TAG AXLE UNLOADING SYSTEM, WITH CONTROLS IN DRIVER'S AREA. PROGRAMMED 1  
TO SHUT OFF UN-LOAD SYSTEM AT 10 M.P.H.
- Special-24      S4.4.64.5 : HEATED FUEL PRO W/WATER SENSOR IN LIEU OF BASIC FUEL PRO. HEATER TO BE 1  
ENABLED WITH MASTER ON.
- Special-25      S4.7.375 : RADIUS ROD BUSHINGS TO BE CLEVITE 836520, IN LIEU OF BASIC. 1



- Special-26 S4.7.510 : HUBODOMETER-RH DRIVE AXLE IN MILES
- Special-27 S4.8.TBA : DELIVER COACH TO RIVERSIDE SHERIFF DEPARTMENT - RIVERSIDE, CA W/FULL 1 TANK OF FUEL
- Special-28 S5.10.59.8 : FREEDMAN CITI SHELL MODELS CENTER T PEDESTAL MOLDED PLASTIC SEATS IN A 1 51 PASSENGER W/O LAV INMATE ARRANGEMENT, TO INCLUDE:  
CELL AREA:  
- (3) 2 IN-MATE CAPACITY 32" WIDE SEATS ON ROADSIDE IN CELLS  
- (3) 2 IN-MATE CAPACITY 32" WIDE SEATS ON CURBSIDE IN CELLS  
  
1ST SEGREGATION AREA:  
- (2) 3 IN-MATE CAPACITY 47" WIDE SEATS ON ROADSIDE  
- (1) 2 IN-MATE CAPACITY 32" WIDE SEAT ON ROADSIDE  
- (3) 2 IN-MATE CAPACITY 32" WIDE SEATS ON CURBSIDE  
  
2ND SEGREGATION AREA:  
- (1) 3 IN-MATE CAPACITY 47" WIDE SEAT ON ROADSIDE  
- (1) 2 IN-MATE CAPACITY 32" WIDE SEAT ON ROADSIDE  
- (2) 2 IN-MATE CAPACITY 32" WIDE SEAT ON CURBSIDE  
3RD SEGREGATION AREA:  
- (2) 3 INMATE CAPACITY 47" WIDE SEATS ON ROADSIDE  
- (2) 2 INMATE CAPACITY 32" WIDE SEATS ON CURBSIDE  
- (2) 3 INMATE CAPACITY 47" WIDE REAR CROSS SEAT - SEAT COLOR - DARK GREY
- Special-29 S6.8.42.14 : RECARO ERGO M3PT (AM80) AIR RIDE DRIVER SEAT, VPN: 8HC.M1.T21.XXXX 1 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 (LH 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  
-WITHOUT OPTIONAL I/O OR RECARO SEAT CUSHION ALARM



County of Riverside

Customer Order # A25621

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Special-30	S6.10.90 : LH ARMREST FOR RECARO DRIVERS SEAT TO BE SHIPPED LOOSE.	1
Special-31	S4.7.550 : EBERSPAECHER HYDRONIC M12 12 KW AUXILIARY HEATER (CARB APPROVED)	1

Customer Initials:  Date: \_\_\_\_\_

Spec #: C-16803

Printed by Michael Harpin on:  
4/21/2022





## Selected Upholstery / Fabrics

### Upholstery Locations

### Selected Upholstery

#### **Inmate Seats**

Seat Color:

Dark Grey RAL 7012

#### **Driver's Seat**

Headrest:

Black Cloth

Cushion & Back:

Black Cloth

Sideboxing:

Black Cloth

Seat Back Panel:

Standard Black Plastic

#### **Front Guard Seat(s)**

Headrest:

Black Cloth

Cushion & Back:

Black Cloth

Sideboxing:

Black Cloth

Seat Back Panel:

Standard Black Plastic

#### **Flooring**

Interior Flooring:

Altro

Meta TFM 27903 Storm



# Riverside County Sheriff's Department

## Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501  
www.riversidesheriff.org

Date: April 26, 2022  
From: Will Taylor, Chief Deputy Director of Administration  
To: Purchasing Agent  
Via: Claudia Preciado-Arroyo, Admin Svcs Mgr (951-955-6152)  
Subject: Sole Source Procurement; Request for Motor Coach Industries, Inc. (MCI)

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** Motor Coach Industries, Inc. (MCI)

2. **Vendor ID:** # 0000037301

3. ☐ Single Source ☒ Sole Source

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).* Sole Source #12-377

☒ Yes

☐ No

4a. **Was the request approved for a different project?**

☒ Yes

☐ No

5. **Supply/Service being requested:**

Special Transportation buses for inmate transportation and repairs.

6. **Unique features of the supply/service being requested from this supplier.**

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. This is evident by Corrections maintaining an in-service average bus age of fourteen-years. MCI features include the buses unique operating diagnostic prompts that troubleshoot problems while the bus is in motion. Other features of the MCI bus includes: custom designed barriers and cells, window bars, ½" shatter-resistant windows, rear officer seating, on-board surveillance systems, mid-coach emergency

door, GPS tracking, and a fire suppression system. MCI works closely with Federal and State agencies to configure and design state-of-the-art prisoner transportation buses and in doing so has created a reputation as the leading bus designer for inmate transportation throughout the nation.

**7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

The Sheriff's Department transports an estimated 195,400 inmates annually. It requires a bus that is dependable and equipped with superior safety features. Safety features are crucial to this specialized transportation and must provide excellent protection for the Deputy and inmate. MCI manufactures an excellent bus in safety features to other bus manufacturers. MCI works closely with Federal and State agencies to configure and design state-of-the-art prisoner transportation buses. The company has created a reputation as the leading bus designer for inmate transportation throughout the nation. Additional advantages to purchasing from MCI include the existing Corrections bus operators are fully trained in the MCI instrumentation panel and bus mechanics who are already trained to maintain the MCI buses which will reduce departmental costs of retraining.

**8. Period of Performance:** From: 04/01/2022 to 6/30/2026

Is this an annually renewable contract? ☒ No ☐ Yes  
Is this a fixed-term agreement: ☒ No ☐ Yes

**9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description:	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	Total
One-time Costs:	\$2,841,059	\$15,000	\$15,000	\$15,000	15,000	\$2,901,059
Ongoing Costs:						
Total Costs	\$2,841,059	\$15,000	\$15,000	\$15,000	\$15,000	\$2,901,059

**10. Price Reasonableness:**

MCI has provided a four (4) bus price quote of \$2,841,059.00, with state taxes and the CA tire fee. This price represents an increase in the base price per bus of \$68,110. The increase is within the CPI and reasonable considering the current market.

**11. Projected Board of Supervisor Date (if applicable):** 5/24/2022

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

  
 Chief Deputy Signature  
 (or designee)

Print Name

Date

  
 Assistant Sheriff Signature  
 (or designee)

Print Name

Date

  
 Department Head Signature  
 (or designee)

Print Name

Date

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 The section below is to be completed by the Purchasing Agent or designee.  
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Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

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Not to exceed:

☐ One-time \$ \_\_\_\_\_☒ Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)

(If Annual Amount Varies each FY)

FY 2122 : \$ 2,841,059

FY 2223 : \$ 15,000

FY 2324 : \$ 15,000

FY 2425 : \$ 15,000

FY 2526 : \$ 15,000

  
 Suzanna Hinckley, Assistant Director

04/29/2022

22-091

Purchasing Agent

Date

 Approval Number  
 (Reference on Purchasing Documents)