



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
Division of Motor Vehicles

5707 MacCorkle Avenue SE Suite 200
Charleston, West Virginia 25317-0010 • (304) 558-3900
TDD (800) 742-6991 • (800) 642-9066

Joe Manchin III
Governor

January 15, 2010

The Honorable Darrell Holmes, Clerk
West Virginia Senate
Room M 211
State Capitol Building
Charleston, WV 25305

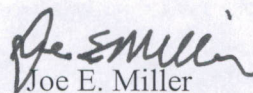
Dear Mr. Clerk:

In accordance with the provisions of West Virginia Code §17C-5A-3a, I am providing a report on activities related to the Motor Vehicle Test and Lock (Interlock) Program for driving under the influence of alcohol offenders. This report pertains to Calendar Year 2009.

- A. Total Number of Participants as of December 31, 2009: 1886
- B. Total Number of Indigent Offenders Participating: 19
- C. Terms of Contracts: Attached
- D. Cost of the Program To The State: \$0
 - Fees Received from Participants: \$210,000.00
 - DMV cost (Salaries/Equip/ect): \$137,000.00

Please feel free to call me or any of my staff should you have any questions.

Sincerely,


Joe E. Miller
Commissioner



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The Honorable Greg Gray, Clerk
West Virginia House of Delegates
Room M 212
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Charleston, WV 25305

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Please feel free to call me or any of my staff should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe E. Miller".

Joe E. Miller
Commissioner



National Interlock Systems,
Inc.
1660 Jasper Street, Suite I
Aurora, Colorado 80011

Toll Free Tel: 888-769-
6080
Toll Free 888-262-
Fax: 6044
www.nationalinterlock.com

December 5, 2008

VIA email
Original via US Mail

David H. Bolyard
Director, Driver Services
West Virginia Department of Transportation, Division of Motor Vehicles
1800 Kanawha Boulevard East, Building Three
Charleston, WV 25317

Dear Mr. Bolyard:

National Interlock Service (WV) Ltd. ("National") has reviewed the Non-Competitive Agreement for Alcohol Test and Lock Device Program (revised 11/2008). National hereby confirms its agreement to continue as a service provider to the Division of Motor Vehicles ("Division") for the West Virginia Alcohol Test and Lock Program under the revised terms.

Attached to this letter, please find National's current fee schedule which has not changed for a long time. In fact, the installation and monitoring charges are the same as they were in 2000. National does not anticipate any fee changes in the coming year. It is further understood that any changes to the fee schedule must be approved by the Division prior to being implemented.

National will continue to utilize the LifeSafer FC100 ignition interlock device.

Should the Division release personal information to National in order to carry out a governmental function, National agrees to comply with the Uniform Motor Vehicle Records Disclosure Act found in West Virginia Code §17A-2A-1, et seq., and the following requirements:

1. National will use the information in a manner consistent with the express written consent of the Division,
2. National shall not sell or publish the information, and
3. National shall return and remove from its records any personal information so requested by the Division.

National Interlock has proudly served West Virginia since 2000 and looks forward to continuing its support of the West Virginia Alcohol Test and Lock Program.

Please do not hesitate to contact me with any questions that you may have or if we can be of further assistance.

Sincerely,
NATIONAL INTERLOCK SERVICE (WV) LTD.

Michael R. Balgord
President

mrbalgord@nationalinterlock.com

**NON-COMPETITIVE AGREEMENT/ SOLITATION
ALCOHOL TEST AND LOCK DEVICE PROGRAM**

I. BACKGROUND AND HISTORICAL INFORMATION

- A.** The West Virginia Department of Transportation, Division of Motor Vehicles is accepting non-competitive proposals for an alcohol test and lock device program provider to serve the state's population of eligible drivers who have been administratively revoked or criminally convicted for Driving while Under the Influence of alcohol. It does not apply to those individuals arrested or administratively revoked for Driving while Under the Influence of controlled substances. Program providers who are submitting proposals must show how they can meet all of the requirements listed in this agreement and must be accepted and approved by the Commissioner of the WV Division of Motor Vehicles before being authorized to deliver an alcohol test and lock program service.
- B.** There are approximately **11,000** drivers revoked for driving under the influence of alcohol yearly. Minimum revocation periods are determined by type of DUI offense and incident date. Minimum revocation time periods are listed in West Virginia Code 17C-5A-3a. The DUI incident date will determine if the DUI offender is a volunteer or mandatory participant as required by the language in West Virginia Code 17C-5A-3a. that was in effect on the date of the DUI incident. There are currently three different incident periods used; All volunteer participation for DUI incidents prior to July 8, 2005; Mandatory participation and successful completion of Alcohol Test and Lock program for full reinstatement of driving privileges for second or subsequent offense DUI revocations or convictions for incidents occurring on or after July 8, 2005; Mandatory participation and successful completion of Alcohol Test and Lock program for full reinstatement of driving privileges for the conviction or revocation of a first offense DUI with a BAC greater than .15 or above occurring on or after June 6, 2008.
- C.** All licensees revoked for driving under the influence must complete the West Virginia D.U.I. Safety and Treatment Program as required by West Virginia Code 17C-5A-3. Approximately **four thousand (4000) to five thousand (5000)** individuals whose licensing privileges have been administratively revoked for Driving while Under the Influence of alcohol complete the West Virginia D.U.I. Safety and Treatment Program each year. The West Virginia D.U.I. Safety and Treatment Program provides for the comprehensive assessment, education,

intervention, and substance abuse treatment services for individuals administratively revoked for D.U.I. under the authority of Chapter 17C-5A-3 of the state code, and legislative rule, as indicated by contractual, operational and programmatic standards as established in cooperation with the West Virginia Department of Health and Human Resources, Division on Alcoholism and Drug Abuse. The program is directly monitored and administrated by the West Virginia Department of Health and Human Resources, Division on Alcoholism and Drug Abuse, and provided through contract with the state's system of behavioral health care providers serving the fifty-five (55) counties of the state by region, known as catchment areas. Individuals approved for the West Virginia Alcohol Test and Lock Device service delivery system have either completed the D.U.I. Safety and Treatment Program, are currently enrolled, have been evaluated, assessed and are actively participating in the program at the time of approval, or have agreed to enroll and actively participate within sixty-days from the date of installation.

II. WEST VIRGINIA STATE CODE CHAPTER 17C-5A-3a

- A.** 17C-5A-3a of the West Virginia State Code authorizes the Division of Motor Vehicles to control and regulate a comprehensive, authorized alcohol test and lock device service delivery system for those persons whose licenses have been revoked for driving while under the influence of alcohol.
- B.** Title 91 Legislative Rules, Series 5, Motor Vehicle Alcohol Test and Lock Program establishes a motor vehicle test and lock program and service delivery system, in accordance with the provisions of Chapter 17C-5A-3a of the West Virginia State Code.
- C.** The alcohol test and lock device service delivery system and program was enacted by the legislature to help reduce the number of offenses for driving a motor vehicle while revoked; To afford an opportunity to offer restrictive driving privileges for individuals administratively revoked for driving while under the influence of alcohol through the use of these devices; And, to help reduce driving under the influence of alcohol recidivism through the benefits of using a test and lock device as a monitoring tool to assist in modification of drinking and driving behavior and to improve public safety.

III. PROGRAM STANDARDS AND RELATED POLICY AND PROCEDURE

- A.** The authorized alcohol test and lock device service provider shall adhere to the following standards, policy, and procedure:
 - 1.** Install and remove a test and lock device in all makes and models of motor

vehicles equipped with OBD-I and/or manufactured after 1980 by qualified staff who have been sufficiently trained in the installation, calibration, servicing, and removal of the device. The service provider may reserve the right to refuse installation of the device on vehicles that have faulty ignition or charging systems that would interfere with the designed purpose of the device;

2. Approved alcohol test and lock devices shall be installed in approved service center locations as determined by the Division of Motor Vehicles. Only qualified staff sufficiently trained by the manufacturer and the authorized service provider shall conduct the installing and removing of the device. Under no circumstances shall an individual approved for participation in the alcohol test and lock device program be permitted to observe the installation of the device;
3. The service provider shall conduct routine instructional sessions to the approved individual and to any family member who may drive the vehicle equipped with an alcohol test and lock device. Individuals approved for the test and lock device shall be informed by qualified staff of the need to ensure all users of the vehicle are fully trained and informed of the responsibility of the device to the assigned user;
4. A reference and problem solving guide/manual shall be provided to each individual approved for the test and lock device at the time of the installation. This shall include at a minimum information regarding the location of all provider service locations including telephone numbers, costs, servicing procedures, potential service problems, emergency procedures as well as how the device can detect non-compliance with program goals and device requirement standards;
5. Adequate measures shall be taken and enforced to ensure confidentiality of individual records and to prohibit unauthorized access by individuals to materials such as tamper seals, and installation instructions;
6. All qualified and trained staff of the authorized service provider shall adhere to written instructions from the manufacturer of the approved devices for installation and removal;
7. The authorized service provider must inspect all vehicles prior to installation of the device to assess that the vehicle is in acceptable mechanical and electrical condition. Installation of the device will not be performed unless the approved participant has a licensed driver to transport him or her until issuance of the participant's restricted license.

Under no circumstances shall staff of the authorized service provider install any device until, and unless, the vehicle is so approved following the inspection;

- 8.** Installation and removal of the device shall be conducted in a professional manner, as per approved device and manufacturer standards. All electrical connections shall be soldered, insulated with heat resistant enclosure and be protected with a tamper proof shield;
- 9.** Removal of the device will not be scheduled until proper verification has been received from the Division that the participant has satisfied all requirements of the program. Removal of the device shall be conducted in such a professional manner as to leave the vehicle in the condition as prior to installation of the device. All severed wires must be inspected, permanently reconnected, soldered and insulated with heat resistant enclosure. Removal of the device will not be performed unless the participant has a licensed driver to transport him or her until the participant's surrender of the restricted license and issuance of a new license;
- 10.** All qualified service provider staff employed by the authorized service provider shall be subject to a criminal background investigation, as well as a driver record review by the Division of Motor Vehicles;
- 11.** Upon the date of installation of the device, the authorized service provider shall submit to the Division of Motor Vehicles within one (1) business day, documentation including:

 - a.** Name, address, and telephone number of the participant;
 - b.** The owner, make, model, year, vehicle identification number, license plate number, and insurance information of the vehicle approved for installation of the device;
 - c.** Serial number of the test and lock device installed; And,
 - d.** Time period approved and required for the device to remain in the vehicle, date of monitoring/calibration checks, and payment schedule.
- 12.** All agreements between the service provider and the approved individual shall be in the form of a contract and be signed by the service provider and the approved individual. Copies of the written contract shall be retained at the provider location, with a copy given to the approved individual, and a

copy submitted to the Division of Motor Vehicles;

- 13.** The authorized service provider shall be subject to announced or unannounced site review, audits, and inspection of all records and facilities by the Division of Motor Vehicles. The authorized service provider shall be subject to suspension and/or cancellation of the agreement in accordance with Section VII of this agreement;
- 14.** The Division is under no obligation to exclusively contract with an approved service provider. The Division retains the right to renew, retain, approve, disapprove, or cancel such service provider agreement(s) at the Division's discretion. The authorized service provider shall be notified, as a professional courtesy, in writing by the Division of the Division's intent within sixty (60) days of the cancellation date;
- 15.** The authorized service provider shall collect, manage, and disseminate to the Division all phases of data generated. Within one (1) business day of installing an alcohol test and lock device in an approved individual's vehicle, the authorized service provider shall notify the Division of the following information:

 - a.** The name, address, driver's license number and telephone number of the approved individual;
 - b.** The owner, make, model, year, vehicle identification number, license plate number, and registration information on any vehicle in which a device is installed for an approved individual;
 - c.** Vehicle insurance coverage information including the insurance policy number;
 - d.** Serial number of the device installed;
 - e.** Date of monitoring/calibration appointments, and payment schedule.
- 16.** Within three (3) business days of performing a monitoring/calibration check, the authorized service provider shall submit to the Division, all data generated reflecting the following including, but not limited to:

 - a.** Name of the individual whose device was monitored;
 - b.** Number of miles driven during the monitoring period;

- c.** All charges incurred for the monitoring visit;
- d.** Date of next scheduled monitoring visit;
- e.** Any type of repair work completed on the device by qualified staff and the reason(s) for such repair;
- f.** Any areas of discussion with the approved individual concerning problems or questions with the device or program status of the approved individual.

17. Transfer of violation records on the service providers electronic conveyance system for access by the Division does not constitute proper notification of violations. Within one (1) business day of performing a monitoring check, the authorized service provider shall notify the Division telephonically, by fax, email, or other means as approved by the Division, any evidence of the following, including but not limited to:

- a.** Any attempts by the approved individual to alter, tamper, circumvent, bypass, or otherwise remove the device;
- b.** Any approved individual's failure to adhere to the terms and conditions of state code, legislative rule, and policy and procedure governing the operation of the alcohol test and lock device program. This is to include failure to adhere to the terms and conditions of the lease agreement between the authorized service provider and the approved individual, including the approved individual's failure to appear for a monitoring visit as required by the authorized service provider or the Division of Motor Vehicles;
- c.** Lockouts, violation resets, all related violations, and the explanation(s) for such;
- d.** Any indication of approved individual non-compliance with legislative rule, policy, and procedure governing the operation of the program, such as failure to take a random or timed retest;
- e.** Any data indicating that the approved individual has attempted to start or drive the vehicle with a BAC reading of .05 or above;

18. The Division may review, at any time, such reports on an individual basis to

determine if the approved individual should be removed from the program for non-compliance. The authorized service provider shall be responsible for purchasing and providing to the Division the necessary computer hardware and software to convey all data and information at the request of the Division. The authorized service provider shall also be responsible for providing, maintaining, and servicing all computer hardware and software as necessary to convey such information to the Division; release of information contained in such reports to third parties can only be authorized by the Division of Motor Vehicles.

19. The authorized service provider shall adhere and comply with all administrative rule, policy, procedure, state code currently promulgated or which may be promulgated in the future regarding the alcohol test and lock device program. A copy of legislative rule governing the test and lock device program is attached;
20. The authorized service provider shall be accessible to all individuals involved with the program via a twenty-four (24) hour toll free telephone number in the event of emergency(cies) with the alcohol test and lock device. The authorized service provider shall document all contacts specifying the nature of the contact, the individual's telephone number and when authorized provider staff will respond, as applicable;
21. The authorized service provider shall respond to all inquiries made by individuals participating in the alcohol test and lock device within twenty-four (24) hours of the initial contact. Authorized provider staff shall complete repair or replacement of a device within forty-eight (48) hours of the initial contact. The authorized service provider shall notify the Division of Motor Vehicles by facsimile transmission of any changes within one (1) business day of the initial contact;
22. The authorized service provider shall be permitted to conduct an emergency bypass of an alcohol test and lock device-if assessed as necessary. The authorized service provider shall make an effort to notify the Division of Motor Vehicles of the explanation/reasoning to conduct such a bypass in advance. The authorized service provider shall document and notify the Division of Motor Vehicles regarding any emergency bypass and the explanation for such within two (2) business days of the initial incident;
23. The authorized service provider shall provide adequate qualified staff accessible during normal business hours, as well as through an on-call notification system to answer questions, to provide resolution to difficulties relative to device operation, or to repair/replace an inoperable or malfunctioning device.
24. The authorized service provider shall service, inspect, calibrate, and monitor each device approved for installation at a minimum of thirty (30) days following the date of initial installation of the device. The authorized service provider shall

service, inspect, calibrate, and monitor each device not to exceed sixty (60) days following the date of initial installation. The Division may require the service provider to service, inspect, calibrate, and monitor any device at shorter intervals. The authorized service provider shall maintain documentation/records on every individual approved for participation in the alcohol test and lock device program, including the results of monitoring the device. The authorized service provider shall provide documentation upon any approved individual violation of the device, or evidence of non-compliance, with the explanation documented and submitted to the Division of Motor Vehicles within one (1) business day of the incident. Approved individuals whose documentation indicates evidence of violation and/or non-compliance with legislative rule, use of the device, or policy and procedure governing the operation of the alcohol test and lock device and the affordability of restrictive driving privileges shall provide the Division of Motor Vehicles documentation specifying the reason for the violation and/or non-compliance as per legislative rule governing the operation of the device. The decision of such review to approve, disapprove, or disqualify an individual for use of an alcohol test and lock device shall be deemed final by the Division of Motor Vehicles;

- 25.** The authorized service provider shall, on a quarterly basis, submit a program status report to the Division of Motor Vehicles documenting all problems related to the monitoring and servicing of each individual approved for the program. This documentation shall include any written complaints received regarding the device or authorized service provider from individuals approved for the program. Program status reports as submitted by the authorized service provider shall include:

 - a.** Client error of operation and the explanation(s) of such;
 - b.** Faulty automotive equipment;
 - c.** Obvious abuse/misuse of the device, authorized or unauthorized individual attempts to circumvent the device which may or may not cause damage, and the explanation(s) for such;
 - d.** Device failure due to material defect, design defect, workmanship errors in construction, installation, or calibration.

- 26.** The authorized service provider shall:

 - a.** Thoroughly train individuals approved for installation of the device in the use of the device via face to face instruction and the provision of written material, and shall be conducted by qualified technical staff. Under no circumstances shall installation verification be sent to the Division of Motor Vehicles when

the approved participant has not received this specialized face to face instruction;

- b.** Thoroughly train approved individuals afforded restrictive driving privileges with a test and lock device in all requirements in order to maintain the device in the vehicle and in order to remain a participant in the program. This shall be accomplished by face to face instruction and the provision of written material to the approved individual. This instruction shall also be provided to all family members and significant others who may also be operating the vehicle equipped with a test and lock device;
 - c.** Copies of all training material, resource material and instructional material shall be submitted and maintained on file in the Division of Motor Vehicles. The Division shall maintain the right of final approval or disapproval of all material as submitted by the authorized service provider;
 - d.** Be responsible for the reproduction costs of the program application for participation, information outlining the eligibility requirements for participation in the program, including a complete list of fees for all costs incurred for involvement in the program, and other information deemed by the Division of Motor Vehicles to be of use to potential, interested individuals, parties, or entities;
 - e.** The service provider shall establish a fee schedule to be applied to indigent participants to be approved by the commissioner. Upon verification of family household income, participants within 150% of the federal poverty level shall receive a wavier for device installation and removal fees. The Commissioner shall establish the income levels in this schedule on a yearly basis in accordance with the published federal guidelines. This schedule shall include, but not be limited to, development of criteria for determining eligibility; promulgation of application forms; and the establishment of procedures for the review of applications. The service provider must submit by the 5th day of January of each year the number of participants who have been approved and denied for installation and removal fee waivers for the preceding calendar year.
 - f.** Compliance with all policy, procedure, operational, programmatic, facility, device technology, and service delivery standards as indicated in this agreement.
- 27.** The alcohol test and lock device program shall operate on approved individual user fees with the cost of the program participation the sole responsibility of the individual approved for the installation and maintenance of the device;

- 28.** The costs for leasing, monitoring, servicing, installation of the device, removal of the device shall be the responsibility of the approved individual facilitated through contractual agreement with the authorized service provider. The authorized service provider shall submit to the Division of Motor Vehicles, a complete breakdown of all costs to be incurred by the approved individual in participation in the program. The Division reserves the right of final approval or disapproval of all costs to be incurred by the approved individual. Such costs are subject to final review and approval by the Division of Motor Vehicles, and cannot be modified, changed or altered without express written consent and approval by the Division of Motor Vehicles. Review of costs may occur only during contract review periods, as established by the Division of Motor Vehicles;
- 29.** Established costs for all aspects of the program as instituted by the authorized service provider shall be uniform and consistent throughout all alcohol test and lock authorized service provider locations. Such costs are subject to review and final approval by the Division of Motor Vehicles. These costs shall not vary depending on the vehicle make or model
- 30.** The approved individual shall be responsible for all costs incurred as a result of a test and lock device transfer from one vehicle to another;
- 31.** The authorized service provider is permitted to charge the approved individual a fee for unscheduled onsite servicing of the device relative to the approved individual's violations or vehicle malfunctions. This fee and violation type, which would include an hourly rate plus mileage incurred, shall be reported to the Division and is subject to review and final approval by the Division of Motor Vehicles;
- 32.** The authorized service provider shall assume all costs of servicing, repairing or replacing an installed device assessed as defective, or mechanically malfunctioning;
- 33.** The authorized service provider, device manufacturer, any authorized service provider staff, or other entities to which the authorized service provider may subcontract, shall indemnify and hold the Division of Motor Vehicles, its employees, and agents from any and all claims, demands, actions, and costs that may arise out of an act or omission by the manufacturer, the authorized service provider, or its employees in the execution and performance of this contract;
- 34.** The authorized service provider, device manufacturer, and qualified staff installing, maintaining, calibrating, and/or monitoring the device shall maintain comprehensive liability insurance in the minimum amount of at least One Million

Dollars (\$1,000,000) per occurrence, with a Three Million Dollar (\$3,000,000) aggregate total. Such liability insurance shall cover the costs of defects or problems in or with device production design and materials, workmanship during manufacture, calibration, installation, removal and use thereof. The insurance policy(ies) must be obtained through an insurer licensed in the State of West Virginia and shall specify documentation providing the Division of Motor Vehicles with forty-five (45) days prior written notice of cancellation, material change, or intent to lapse;

- 35.** The authorized provider shall submit verification of such insurance coverage prior to implementation of the agreement. The authorized service provider shall submit copy(ies) of such insurance policy(ies) to the Division of Motor Vehicles within sixty (60) days prior to the date of implementation of the agreement. Any changes, revisions or modifications of such coverage as initiated by the authorized service provider shall be submitted as copies to the Division of Motor Vehicles within thirty (30) days. Such shall be kept on file at the Division as an addendum to any approved agreement;
- 36.** The authorized service provider shall be permitted to make claims on those individuals leasing the device that have stolen, damaged, circumvented, or otherwise failed to return the device in proper working order. The authorized service provider shall be permitted to make claims on those individuals where documentation or inspection reflects evidence of the occurrence of any bypass not authorized, whether an emergency or not, violation resets, failsafe lockouts, time lapse failures, or power interruption;
- 37.** The authorized service provider shall provide a device capable of a minimum of five hundred (500) events and shall enter a service reminder if the memory reaches a minimum of ninety (90) percent capacity. The memory of the device shall be non-volatile to avoid accidental loss;
- 38.** The authorized service provider shall provide for the option of an ignition interlock device capable of positive identification of the user. The Commissioner may establish standards for the mandatory use of positive identification equipment for participants in the program. Additional program costs for the use of positive identification devices will be the sole responsibility of the participant.
- 39.** The authorized service provider shall assist in the preparation and/or delivery of public information regarding the program to the state legislature as requested by the Division of Motor Vehicles. It is understood that any authorized service provider shall not be permitted to advocate or otherwise lobby on specific legislation which may be construed as benefiting any future award or continuance of such an agreement for, or on behalf of, the Division of Motor Vehicles. It is understood that authorized service provider recommendations regarding

legislation affecting the delivery of such services are the sole opinion and position of the authorized service provider and are not necessarily of the Division of Motor Vehicles. The Division of Motor Vehicles reserves and maintains the right of statement of position concerning any recommendations for legislative change, revision, or modification specific to Chapter 17C-5A-3a State Code, and Legislative Rule, Title 91, Series 5.

40. The authorized service provider shall provide documentation to the Division of Motor Vehicles demonstrating the ability to implement such agreement to serve the population targeted. This shall be accomplished by providing references and information pertaining to the potential authorized service provider's experience in other states and other programs. This documentation would include, but is not limited to the following:
 - a. Intended service network and delivery;
 - b. State of the art alcohol test and lock device technology;
 - c. Authorized service provider measurement of performance and outcome;
 - d. Information management system;
 - e. Direct and indirect cost(s) incurred for delivery of the services as reflected in the agreement;
 - f. Consumer satisfaction.

IV. AGREEMENT RESPONSIBILITY OF THE DIVISION OF MOTOR VEHICLES

1. The Division of Motor Vehicles responsibility in the implementation of this agreement shall be limited to the following:
 - a. Approving, disapproving, and assessing individuals whose licenses have been revoked for driving while under the influence of alcohol interested in maintaining a test and lock device on a vehicle as to afford restrictive driving privileges;
 - b. Determining participation periods for approved individuals as listed in West Virginia Code 17C-5A-3a, plus any additional participation time assessed for violation(s) committed while a participant in the program, in accordance with the Division's violation policy (Demerit System);
 - c. Informing the authorized service provider when an individual has been approved for installation of the test and lock device on a vehicle, and

disqualification from the program;

- d. Establishing the timeframe an approved individual must maintain the device in the vehicle;
- e. Monitoring of an approved individual's compliance with state code, legislative rule, as well as policy and procedure governing the installation, continued maintenance, and removal of a device on the vehicle.

2. The Division shall not be responsible for:

- a. Disseminating information or material to individuals regarding the device, the authorized service provider delivery system, or the manufacture of the device;
- b. Installing, removing, servicing, or calibrating the device;
- c. Any liability regarding any aspect of the authorized service provider's implementation of the agreement, or standards herein;
- d. Any costs, either incurred, or implied, in association with implementation, management, or services as per standards of the agreement.

It is also understood that the Division of Motor Vehicles is under no obligation to exclusively contract with any potential or existing test and lock device service delivery system provider which shall serve the state's population of eligible drivers whose licenses have been administratively revoked for driving while under the influence of alcohol.

As it is understood that the agreement shall bear no cost to the State of West Virginia, the agreement is considered non-competitive, does not require competitive solicitation, and may be announced, reviewed, renewed, or denied at the discretion of the Division of Motor Vehicles.

V. MANDATORY CRITERIA-AUTHORIZED SERVICE PROVIDER-ALCOHOL TEST AND LOCK DEVICE PROGRAM

- A. Potential and existing authorized service provider or providers responding to this non-competitive agreement with the Division of Motor Vehicles to implement and manage an alcohol test and lock device service delivery system within the State of West Virginia shall meet, at a minimum, the following criteria as the Division considers the award:

1. The potential authorized service provider must have, at a minimum, one (1) year of experience implementing such services to a government or private entity;
2. Documentation reflecting the reliability, validity, and accuracy of the device to be used by the authorized service provider. This may include documentation regarding the historical performance of the device at a minimum of six (6) months. This documentation would also include historical data regarding the performance of the proposed alcohol test and lock device in other states, including contact persons familiar with historical individual and state satisfaction surveys concerning the delivery system, as well as the device's manufacturer specifications of adherence to national standards specific to the current Breath Alcohol Ignition Interlock Devices (B.A.I.I.D.S.), and future revisions which may or have been promulgated by the National Highway Traffic Safety Administration;
3. The authorized service provider shall implement, manage, maintain, and provide WV service centers with sufficient qualified technical staff, in a minimum of six locations within the borders of this State, for alcohol test and lock installation, calibration, servicing, and removal in areas required and approved by the Division of Motor Vehicles;
4. The authorized service provider shall implement, manage, and maintain a twenty-four (24) hour mobile emergency service at a fee reviewed and approved by the Division of Motor Vehicles. The authorized service provider shall provide documentation concerning all costs and fees to be incurred by the individual to implement and maintain this type of response.
5. Any authorized service provider shall limit service center operations to the sole purpose of the installation, monitoring and removal of ignition interlock devices. The WV service centers shall serve as the place of employment and the physical location for the technical staff required to implement, manage and maintain the alcohol test and lock installation, calibration, servicing, and removal, in the geographical areas approved by the Division of Motor Vehicles.
6. The authorized service provider shall maintain, at a minimum, all normal business hours currently used by the State of WV, Division of Motor Vehicles.

VI. TECHNICAL SPECIFICATIONS, CRITERIA, AND STANDARDS-AUTHORIZED SERVICE PROVIDER-ALCOHOL TEST AND LOCK DEVICE PROGRAM

The authorized service provider shall, in its submission of the non-competitive proposal to operate, manage, and maintain the alcohol test and lock device service delivery system respond to the following areas of technical specifications, criteria, and standards:

A. ALCOHOL TEST AND LOCK DEVICE AUTHORIZED SERVICE PROVIDER DELIVERY SYSTEM CRITERIA AND STANDARDS

1. The authorized service provider shall implement, operate, manage, and maintain, at no cost to the Division of Motor Vehicles, and as approved by the Division of Motor Vehicles, alcohol test and lock device service centers at locations deemed necessary by the Commissioner;
2. The authorized service provider shall implement, manage, operate, and maintain alcohol test and lock service center locations within operational hours designed to provide the most consumer accessibility, within economic feasibility of the authorized service provider, as well convenience to the individual maintaining the device in the vehicle. The authorized service provider's operating service hours shall be, at a minimum forty (40) hours during one week. The authorized service provider shall provide a schedule of proposed hours of operation, subject to review and approval by the Division of Motor Vehicles;
3. The authorized service provider shall maintain an on-call, twenty-four (24) hour emergency response system, including a toll-free telephone number, to respond to all consumer contacts, and related requests for servicing of the device. The authorized service provider shall have the capability to respond to such contacts within two (2) hours of the initial request. The authorized service provider shall also have the mechanisms within the response system to provide necessary onsite services in resolution of the contact call within forty-eight (48) hours from the time of the initial contact by the individual maintaining the device in the vehicle. All consumer contacts shall be documented by the authorized service provider and be provided to the Division of Motor Vehicles as requested;
4. The authorized service provider shall submit documentation regarding the technical experience of all staff hired to install, calibrate, maintain, monitor, and remove the alcohol test and lock device. The authorized service provider shall submit documentation regarding required ongoing and continuing education/training specific to all qualified staff employed

by the authorized service provider in the alcohol test and lock device service delivery system;

5. The authorized service provider shall instruct all individuals for whom the device is maintained, as well as all significant others and family members regarding the safe and compliant operation of the device. This instruction shall be conducted face to face by qualified technician staff with all individuals having the device installed and maintained. This instruction shall also include written material which shall be provided to the individual at the time the device is installed, and at other times as requested by the individual. The authorized service provider shall submit a copy of the printed instructional resource material and any future revisions to the Division of Motor Vehicles for review and approval;
6. The authorized service provider shall maintain all records specific to individuals maintaining an alcohol test and lock device as to ensure quality assurance, consumer confidentiality, prevent accessibility from the general public, as well as ensure unauthorized access of the general public to any and all areas where the device is installed, monitored, calibrated, maintained, serviced, or removed;
7. The authorized service provider shall be responsible for any and all damage which results, may result, or is incurred to any vehicle in which an alcohol test and lock device is installed, calibrated, monitored, maintained, serviced or removed;

B. ALCOHOL TEST AND LOCK DEVICE CRITERIA AND STANDARDS

1. The authorized service provider shall submit documentation demonstrating the technology of the proposed alcohol test and lock device to detect and record physical power disconnects and individual attempts to tamper with, alter, circumvent, or bypass the device;
2. The authorized service provider shall submit documentation demonstrating the accuracy, reliability, validity, and alcohol-specific sensitivity of the proposed alcohol test and lock device, including historical validation data regarding the proposed device's ability to accurately measure, and monitor drinking and driving behavior, including the existing variance of environmental sensitivity;
3. The authorized service provider shall submit documentation

demonstrating the ability of the proposed alcohol test and lock device to detect and record violations including but not limited to high Breath Alcohol Content readings, bypass, physical power disconnects, start up, and running retests;

4. The authorized service provider shall submit documentation demonstrating the (lockout) technology of the proposed alcohol test and lock device to prevent an individual non-compliant to retest or non-compliant at appearing for the scheduled monitoring, service, or calibration appointment;
5. The authorized service provider shall submit documentation demonstrating the technology of the proposed alcohol test and lock device in detection of alcohol and/or environmental induced ignition failures;
6. The authorized service provider shall submit documentation demonstrating the reliability of the proposed alcohol test and lock device, including but not limited to historical and current data specific to number and percent of device malfunctions, replacement, and repairs;
7. The authorized service provider shall submit documentation demonstrating the technology of the proposed alcohol test and lock device in collecting, storing, retaining and recording of data specific to determining an individual's compliance to Chapter 17C-5A-3a of the state code as well as legislative rule, and policy procedure governing the individual's continued maintenance of an alcohol test and lock device in the vehicle. This would include the demonstration of auxiliary power mechanism(s) should the device lose power from the vehicle's primary power source, that is, the vehicle battery;
8. The authorized service provider shall submit documentation demonstrating the technology of the proposed alcohol test and lock device specifying the following minimum standards for a Breath Alcohol Ignition Interlock Device (B.A.I.I.D.):
 - a. Documentation reflecting reliability of the proposed alcohol test and lock device in registering false positive readings;
 - b. Documentation reflecting the technology of the proposed alcohol test and lock device relative to alcohol specificity, as well as the percentage of the standard of error of environmental sensitivity in analyzing a specimen of alveolar breath for alcohol concentration;
 - c. Documentation reflecting the technology of the proposed alcohol

test and lock device in demonstrating the device's ability to indicate when a sufficient sample of breath has been collected by both visual and audible means;

- d. Documentation reflecting the technology of the proposed alcohol test and lock device to indicate the results of testing through the use of signals whose colors indicate the degree of intensity. Such visual signals shall include green, yellow and red as well as the provision of digital B.A.C. indication;
- e. Documentation demonstrating the technology of the proposed alcohol test and lock device to *lockout* an individual when the Breath Alcohol Content level registers .025 or greater;
- f. Documentation demonstrating the technology of the proposed alcohol test and lock device to be capable of random retest and timed test;
- g. Documentation demonstrating the technology of the proposed alcohol test and lock device, under normal testing conditions, the results of thirty (30) analysis of vapors of known alcohol concentrations in the range corresponding to a Breath Alcohol Content level of thirty (30) mg% to fifty (50) mg%. The analysis of the vapors of known alcohol concentration of the proposed alcohol test and lock device shall as a portion of the results of such analysis have a standard deviation not greater than 3.5 mg% and a mean error within plus or minus 5 mg% of the true value;
- h. Documentation demonstrating the technology of the proposed alcohol test and lock device to operate between minus twenty (20) degrees Celsius and plus seventy (70) degrees Celsius;
- i. Documentation demonstrating the technology of the proposed alcohol test and lock device at an altitude minimum of 2.5 KM above sea level;
- j. Documentation demonstrating the technology of the proposed alcohol test and lock device to withstand tolerance from dust, electromagnetic interference, communication interference such as cellular communication, and normal vehicle vibration;
- k. Documentation demonstrating the technology of the proposed alcohol test and lock device to not be affected by normal fluctuations of power source voltage;

- l.** Documentation demonstrating the technology of the proposed alcohol test and lock device specific to withstand individual attempts of circumvention through the use of balloons, ambu bags, and other bogus means, rather than true human breath sources;
- m.** Documentation demonstrating the technology of the proposed alcohol test and lock device after completion of a breath alcohol test enables the ignition relay. Documentation shall also reflect the device's ability to permit the vehicle to be started after two (2) minutes from the time the ignition is enabled; Documentation shall also reflect the device's ability to permit the vehicle to be restarted if it stalls within two (2) minutes of initial starting without requiring an additional test;
- n.** Documentation demonstrating the technology of the proposed alcohol test and lock device, as a result of the initial test of high B.A.C. level, the device shall prohibit an additional attempt to start the vehicle for a minimum of fifteen (15) minutes. Documentation shall also reflect the ability of the proposed alcohol test and lock device to lockout for a minimum period of thirty (30) minutes if the individual's B.A.C. exceeds and remains above the margin of error following the fifteen (15) minute retest;
- o.** Documentation demonstrating the technology of the proposed alcohol test and lock device to emit both visual and audible signals for a minimum period of two (2) to five (5) minutes before an individual must retest;
- p.** Documentation demonstrating the technology of the proposed alcohol test and lock device, where the individual fails to retest, effect the device to enter the time lapse fail mode and shall cause the device to disable the ignition when the vehicle is turned off;
- q.** Documentation reflecting the technology of the proposed alcohol test and lock device that, if the test result is at or higher than the failure point (.05), the device shall enter the time lapse fail mode which is, in turn, reported to the Division of Motor Vehicles by the authorized service provider;
- r.** Documentation reflecting the technology of the proposed alcohol test and lock device to specify if the individual fails to take a retest, the device shall enter the time lapse fail mode;
- s.** Documentation reflecting the technology of the proposed alcohol

test and lock device to permit an individual a one (1) minute restart grace period once the test has been passed;

- t. Documentation reflecting the technology of the proposed alcohol test and lock device in preventing individual attempts at evasion or circumvention by using bogus or filtered breath through the use of such techniques as hum tone recognition. The alternative use of coordinated breath pulse access shall be required in lieu of hum tone recognition if desired and warranted;
- u. Documentation reflecting the technology of the proposed alcohol test and lock device's technology to *warn* the individual of upcoming monitoring and calibration appointments for a minimum of seven (7) days prior to the scheduled appointment; Further, should the individual not appear for the scheduled appointment, the device shall have the capability to prevent the vehicle's operation on the third (3rd) day following the scheduled appointment. At this point, the device shall not permit the vehicle to be started, and only until the authorized service provider has reset the device;
- v. Documentation demonstrating the technology of the proposed alcohol test and lock device in reporting violation(s) including, but not limited to, three (3) or more of the following: bypass, failure to answer a running retest, high BAC fails. Any combination of three (3) or more violations will cause the service reminder to be reset to immediate recall;
- w. Documentation demonstrating the technology of the proposed alcohol test and lock device in reporting physical power disconnect violation(s) that will, in turn, cause the service reminder to be reset to immediate recall if five (5) or more violations occur;
- x. Documentation reflecting the reporting capability of the proposed alcohol test and lock device to record any individual attempt to start the vehicle without first taking the breath alcohol test;
- y. Documentation reflecting the technology of the proposed alcohol test and lock device to record and report any and all electrical bypass(es), to include physical disconnect of the device from the vehicle's power source;
- z. Documentation reflecting the proposed alcohol test and lock device's tolerance and resistance to tampering, misuse, or abuse by the individual.

C. ALCOHOL TEST AND LOCK DEVICE CERTIFICATION

The authorized service provider shall submit, as an addendum to a response to this agreement, documentation certifying that any proposed alcohol test and lock device shall meet and exceed the minimum standards and criteria as set forth in the attached entitled: **Model Specifications for Breath Alcohol Ignition Interlock Devices (B.A.I.I.D.s)**, as well as any updates or revisions thereto, issued by the National Highway Traffic Safety Administration.

D. PERFORMANCE OF THE AUTHORIZED ALCOHOL TEST AND LOCK DEVICE SERVICE DELIVERY PROVIDER

1. The authorized service provider shall submit documentation demonstrating the historical background of the manufacturer of the proposed alcohol test and lock device, the reliability, accuracy, validity, alcohol specific measurement, environmental sensitivity, user friendliness of the proposed alcohol test and lock device, as well as the authorized service provider's qualifications, experience and professionalism with the implementation of an alcohol test and lock device delivery system on a state-wide basis. A portion of this documentation as submitted shall be an overview of existing delivery systems involving the authorized service provider, which would include contact names and telephone numbers of individuals which may be interviewed at the discretion of the Division of Motor Vehicles either face to face or by requesting documentation regarding the performance of the potential authorized alcohol test and lock device service provider, financial stability, consumer satisfaction, quality assurance system, outcome, staff qualifications or any other information the Division of Motor Vehicles deems necessary in its determination of awarding the non-competitive agreement;
2. The authorized service provider shall submit to the Division of Motor Vehicles, the total amount of investment, schedule of fees, direct and indirect costs of such services as to be incurred by the individual approved for maintenance of the device, as well as the amount of performance insurance/bond as documented by the authorized service provider in default of the agreement.

E. ALCOHOL TEST AND LOCK DEVICE AUTHORIZED SERVICE PROVIDER MANAGEMENT INFORMATION SYSTEM-TRANSFER

1. The authorized service provider shall implement an electronic conveyance system

with the Division of Motor Vehicles through computer, modem, and line. All costs of implementing the system shall be the responsibility of the authorized service provider. The Division of Motor Vehicles shall assume no responsibility for any expenses incurred as a result of the authorized service provider's implementation of the requested informational management system;

2. The authorized service provider shall provide all documentation regarding individual program participation as requested by the Division of Motor Vehicles. The Division shall retain the ability to access such documentation as authorized by the agency at any time. The service provider shall provide access to all events and/or data recorded on the device(s) that are assigned to a participant. There should be no hidden or inaccessible events and/or data regarding any vehicle service, monitoring process or device head swap. Data shall not be modified or tampered with, thereby maintaining its original integrity. This data must be reported through the electronic conveyance system and must be in a secured format. All data events must be accessible to the Division in real time and contain all elements of the participant's daily activity. The service provider shall provide for the ability to run specific queries and reports regarding the data collected and reported through the electronic conveyance system;
3. The authorized service provider shall submit documentation demonstrating its ability to assure all information transmitted to the Division of Motor Vehicles either electronically, or by any other means, remains confidential and is not manipulated;
4. The authorized service provider shall submit a complete schedule of fees and costs burdened and responsible to the individual as a portion of the response to the non-competitive agreement. Documentation to be submitted to the Division of Motor Vehicles would include, but is not limited to, device installation fees, monthly fees, service call fees, removal fees, and transfer fees. All authorized service provider fees as well as any future proposed increases or decreases of fees are subject to review and final approval/disapproval by the Division of Motor Vehicles. The authorized service provider shall be notified by the Division specific to any decision regarding fees;
5. The authorized service provider shall submit documentation regarding the establishment of a fee schedule as a result of an income assessment based upon federal poverty guidelines specific to income and family size.
6. The authorized service provider shall submit to the Division of Motor Vehicles, on an annual basis, as well as at other times as requested by the Division, documentation reflecting a data driven evaluation specific to measurable goals, outcomes, and quality assurance of the alcohol test and lock device service delivery system. Such documentation shall include consumer satisfaction

measurement as well as outcome measures which reflect the impact of the services to the community. Such outcome measures would include indicators including consumer characteristics and consumer satisfaction.

VII. NON-COMPETITIVE AGREEMENT SOLICITATION- AGREEMENT AWARD, RENEWAL, DENIAL, CANCELLATION AND SANCTIONS

1. It shall be understood by the authorized service provider that the agreement award shall be of no cost to the State of West Virginia, or the Division of Motor Vehicles, does not require competitive bidding, and may be awarded, renewed, denied, or canceled at the discretion of the Division of Motor Vehicles. It is also understood that the Division of Motor Vehicles in under no obligation to exclusively contract with any alcohol test and lock service delivery system provider now or in the future. The Division of Motor Vehicles, as a professional courtesy, shall notify the authorized service provider in writing of its intent to award, renew, deny, or cancel the non-competitive agreement;
2. Revocation of the alcohol test and lock provider agreement will occur if there is a finding that:
 - a. The authorized alcohol test and lock device service provider has knowingly falsified any information required under these agreed standards and related appendices;
 - b. The authorized alcohol test and lock service provider has knowingly permitted non-qualified service technicians to perform any aspects of services to be rendered by the provider;
 - c. The authorized alcohol test and lock service provider has failed to adhere to federal and state standards, policy and procedure, criteria, legislative rule, and related state code specific to the implementation and management of the service delivery system;
 - d. The authorized service provider has interfered with, or obstructed a site review or investigation by the Division of Motor Vehicles with the authorized service provider;
 - e. The authorized service provider has concealed or attempted to conceal its true ownership or any changes thereof;
 - f. The authorized service provider has violated any standards or provisions as set forth in the agreement.