



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Motor Vehicles

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Everett J. Frazier
Commissioner
Division of Motor Vehicles

Stephen T. Rumbaugh P.E.
Secretary of Transportation
Commissioner of Highways

January 15, 2026

The Honorable Lee Cassis, Clerk
West Virginia Senate
State Capitol, Room M-211
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

The Honorable Jeff Pack, Clerk
West Virginia House of Delegates
State Capitol, Room M-212
1900 Kanawha Boulevard East
Charleston, West Virginia 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. This report pertains to the Calendar Year 2025.

- (1) Total Number of Participants as of December 31, 2025: 3,271
- (2) Total Number of Indigent Offenders Participating: 243
- (3) Terms of Contract with Ignition Interlock Providers: Attached
- (4) Cost of the Program to the State: \$462,201.51
- (5) Fees Received from Participants: \$231,100.00

Should you have any questions, please do not hesitate to contact me or my staff.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Frazier".

Everett Frazier
Commissioner

**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.
- 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 service provider shall adhere to the following standards, policy, and procedure:
 - 1.** Install and remove an ignition interlock device, hereinafter IID, in all makes and models of motor vehicles equipped with OBD-I or later and/or manufactured after 1980 by qualified staff who have been sufficiently trained in the installation, calibration, servicing, and removal of the IID. The authorized service provider may reserve the right to refuse installation of the IID on vehicles that have faulty ignition or charging systems that would interfere with the designed purpose of the device;
 - 2.** Approved IIDs 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 IID. Under no circumstances shall an individual approved for participation in the alcohol test and lock program be permitted to observe the installation of the IID;
 - 3.** The authorized service provider shall conduct routine instructional sessions to the approved individual and to any family member who may drive the vehicle equipped with an IID. Individuals approved for the test and lock program 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 IID to the assigned user;

4. A reference and problem solving guide/manual shall be provided to each individual approved for the test and lock program 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 IID 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;
 - a. The authorized service provider understands that this Agreement requires access to Personally Identifiable Information or PII found within the WVDMV's records. PII includes any information that can identify a person including, but not limited to the name, address, social security number, driver's license number, date of birth, photograph, computerized image, telephone number, medical information or disability information of any person or organization found in DMV records.
 - b. The authorized service provider understands that any PII obtained from the WVDMV's records are subject to the federal Driver Privacy Protection Act and the West Virginia Uniform Records Disclosure Act, hereinafter WVURDA found at West Virginia Code §17A-2A-1 et seq. A copy of the WVURDA is attached and made a part of this Agreement.
 - c. The authorized service provider and its employees, agents, contractors, subcontractors, assigns and heirs agree to read the WVURDA and all personnel who will have access to the WVDMV's records must sign a Confidentiality Agreement prior to access to PII found within the WVDMV's records. Failure to comply with this provision may affect deadlines required by the service provider. The authorized service provider agrees that failure to submit Confidentiality Agreements from all service provider users of the WVDMV's records constitutes a breach of the Agreement and the WVDMV may terminate the Agreement without consequence to WVDMV on that basis. To complete the Confidentiality Agreement, the Division's Privacy Program must be reviewed by each user. A copy of the Division's Privacy Policy and the Confidentiality Agreement are attached and are made part of this Agreement.
 - d. The authorized service provider hereby agrees that it will only access PII as required to perform its duties under the Agreement. The authorized service provider understands that it is required to secure the PII that it accesses as part of this Agreement and to ensure that it is not accessed by unauthorized individuals, released to any other persons, companies or entities.

- e. The authorized service provider agrees to keep all personal and non-personal information accessed from participants and WVDMV confidential and protected from intentional and unintentional disclosure.
 - f. The service provider acknowledges that authorized access or transactions provide no right to possession or ownership by the service provider to the WVDMV's data records or to the records of the participants at any time.
 - g. The authorized service provider shall not access or retain any data submitted by participants or by the WVDMV for any reason other than the information that it is required to retain under this Agreement in its transaction logs.
 - h. The authorized service provider will ensure that it does not aggregate information or create any databases of information to which it has access, including WVDMV's data and data submitted by participants for the purposes of building comprehensive data records or for any other purpose.
 - i. The authorized service provider will take all reasonable precautions to protect against unauthorized access or release of WVDMV data records, confidential records or confidential information in its custody.
 - j. The authorized service provider will follow the notification requirement if it discovers that information or services provided under this Agreement have been disclosed or are being used in violation of the federal Driver Privacy Protection Act, the West Virginia Records Disclosure Act, the federal Privacy Act of 1974 or any other state or federal laws. **The service provider shall immediately notify the WVDMV within 24 hours by telephone at 304.926.0708 and by facsimile machine at 304.926.3886; immediately notify within 24 hours the West Virginia Office of Technology at 304.558.9966 or 877.558.9966; and immediately notify within 24 hours for any privacy breach of Social Security Numbers the Social Security Administration within ONE hour of the breach by calling the SSA's National Network Service Center toll free at 877-697-4889 if it discovers that personal information provided under this Agreement have been disclosed or are being used in violation of the Agreement, or state or federal laws.**
6. All qualified and trained staff of the authorized service provider shall adhere to written instructions from the manufacturer of the approved IIDs for installation and removal;
7. The authorized service provider must inspect all vehicles prior to installation of the IID to assess that the vehicle is in acceptable mechanical and electrical condition. Installation of the IID 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 IID until, and unless, the vehicle is so approved following the inspection;

- 8.** Installation and removal of the IID shall be conducted in such a manner as not to void any of the vehicle manufacturer's warranties or to compromise the integrity of the vehicle's systems, as per approved IID and manufacturer standards. The preferred method of establishing electrical connections is by means of soldering, each connection insulated with heat resistant enclosure and with protection of a tamper proof shield. In the event that the vehicle's cabling is susceptible to damage by soldering, an alternate method of connection can be used, with each connection insulated with heat resistant enclosure and with protection of a tamper proof shield;
- 9.** Removal of the IID will not be scheduled until proper verification has been received from the Division that the participant has satisfied all requirements of the alcohol test and lock program. Removal of the IID shall be conducted in such a manner as to leave the vehicle in the condition as prior to installation of the IID. All severed wires must be inspected, permanently reconnected, and insulated with heat resistant enclosure. Removal of the IID 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.** Prior to employment all qualified service provider staff hired 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 on the same 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;
 - d.** Time period approved and required for the device to remain in the vehicle, date of monitoring/calibration checks, and payment schedule; And,
 - e.** Confirmation that a positive identification device was installed.
- 12.** All agreements between the authorized service provider and the approved individual shall be in the form of a contract and be signed by the authorized 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. Within twenty-four (24) hours of performing a monitor/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. Number of vehicle starts during the monitoring period;
 - d. All charges incurred for the monitoring period;
 - e. Date of next scheduled monitoring visit;
 - f. Any type of repair work completed on the IID by qualified staff and the reason(s) for the repair;
 - g. Any areas of discussion with the participant concerning problems or questions with the IID or program status of the participant.
16. Transfer of violation records on the service provider's 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 IID;

bypass of an IID 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 one (1) business day of the initial incident. The sole purpose of authorizing an emergency bypass shall be to present the vehicle to the service provider for inspection and resolution of any problems.

22. The authorized service provider shall provide adequate qualified staff accessible during normal business days and hours of the Division of Motor Vehicles, as well as through an on-call notification system to answer questions, to provide resolution to difficulties relative to IID operation, or to repair/replace an inoperable or malfunctioning device; the service provider shall not schedule installation or removal of the device outside the normal business days and hours of the Division of Motor Vehicles, unless IID removal is the result of disqualification from the program by the Division of Motor Vehicles;
23. The authorized service provider shall service, inspect, calibrate, and monitor each IID approved for installation at a minimum of thirty (30) days following the date of initial installation of the IID. The authorized service provider shall service, inspect, calibrate, and monitor each IID not to exceed sixty (60) days following the date of initial installation. 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 IID. The authorized service provider shall provide documentation for any violation of the IID, or evidence of non-compliance, with the explanation documented and submitted to the Division of Motor Vehicles within twenty-four (24) hours of the incident. Individuals whose documentation indicates evidence of violation and/or non-compliance with legislative rule, use of the IID, or policy and procedure governing the operation of the IID shall provide the Division of Motor Vehicles with documentation specifying the reason for the violation and/or non-compliance as per legislative rule governing the operation of the IID. The decision of such review to approve, disapprove, or disqualify an individual for use of an IID shall be deemed final by the Division of Motor Vehicles;
24. In the event that the Division has determined that a participant has created sufficient program violations that earlier or more frequent monitoring is warranted, the Division reserves the right to require the authorized service provider to reschedule the participant's monitoring or shorten the monitoring intervals to conform to this determination;
25. The authorized service provider shall insure the eligibility of any participant who either has a driver's license issued by the State of West Virginia or whose DUI or DUI-related event occurred in West Virginia by having an authorization code issued by the WVDMV, or if no such authorization code has been issued, by

contacting the WVDMV for confirmation of eligibility. This shall apply regardless of where in the Nation the installation is scheduled to occur;

26. The authorized service provider shall submit a program status report to the Division of Motor Vehicles documenting any problems related to the monitoring and servicing of each individual approved for program participation; for incidents occurring within West Virginia said report shall be submitted to the Division within five (5) business days, for incidents in other jurisdictions said report shall be submitted within ten (10) business days. This documentation shall include any written complaints received regarding the IID or authorized service provider from individuals approved for the alcohol test and lock program. Program status reports as submitted by the authorized service provider shall include:

- a.** Faulty automotive equipment;
- b.** Obvious abuse/misuse of the IID, authorized or unauthorized individual attempts to circumvent the device, and the explanation(s) and photographic evidence for each such event;
- c.** IID failure due to material defect, design defect, workmanship errors in construction, installation, or calibration;
- d.** IID issues occurring during installation and maintenance in vehicles containing new technology.

27. The authorized service provider shall:

- a.** Thoroughly train individuals approved for installation of the IID 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 an IID in all requirements in order to maintain the IID 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 are eighteen (18) years of age and older who may also be operating the vehicle equipped with an IID;
- c.** Submit copies of all training materials, resource materials and instructional materials which shall be 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 alcohol test and lock program application for participation, information outlining the eligibility requirements for participation in the alcohol test and lock 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. Waive the fees for installation and removal of IIDs for persons determined to be indigent by the Department of Health and Human Resources in accordance with W. Va. Code §17C-5A-3. All forms, applications, establishment of procedures and mechanisms to provide approved payments are established by the Department of Health and Human Resources.
 - f. Submit a report to the Commissioner of Motor Vehicles the total number of participants serviced after being determined indigent by the Department of Health and Human Resources. This report shall be submitted to the Commissioner no later than January 5th of each year.
 - g. Be permitted the discretion to voluntarily waive the installation or removal fees for the IID upon approval of the Division of Motor Vehicles.
28. The authorized service provider agrees that it will not transfer, assign, convey, sell, lease, deliver, consign, endorse over, grant, contract, subcontract, transmit or surrender a participant's contract to a successor service provider unless the successor provider is authorized as a service provider in the State of West Virginia. The authorized service provider agrees that the term 'successor service provider' includes but is not limited to any parent, subsidiary, assignee, affiliate, predecessor and successors in interest, member company and all other persons, firms, partnerships or corporations with whom the ASP may contract or subcontract
29. 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 IID;
30. The costs for leasing, monitoring, servicing, installation of the IID and removal of the IID shall be the responsibility of the participant facilitated through contractual agreement with the authorized service provider. The fees for instruction or leasing, monitoring, servicing and de-installation of equipment shall be set by the Commissioner and cannot be changed without prior review and

approval of the Commissioner, and can only be changed a maximum of one (1) time per year;

31. Established costs for all aspects of the alcohol test and lock program as instituted by the authorized service provider shall be uniform and consistent throughout all 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;
32. The participant shall be responsible for all costs incurred as a result of an IID transfer from one vehicle to another or a transfer to a different authorized service provider as approved by the Division;
33. The authorized service provider is permitted to charge the participant a fee for unscheduled onsite servicing of the IID relative to the participant's violations or vehicle malfunctions. Under no circumstances should this fee be levied for services rendered during a regular scheduled appointment. This fee and violation type shall be reported to the Division and is subject to review and final approval by the Division of Motor Vehicles;
34. The authorized service provider shall assume all costs of servicing, repairing, or replacing an installed IID assessed as defective, or mechanically malfunctioning;
35. The authorized service provider, IID 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;
36. The authorized service provider, IID manufacturer, and qualified staff installing, maintaining, calibrating, and/or monitoring the IID 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 IID 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;
37. 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;

38. The authorized service provider shall be permitted to make claims on those individuals leasing the IID that have stolen, damaged, circumvented, or otherwise failed to return the IID 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;
39. The authorized service provider shall provide for the storage of events for the minimum calibration stability period of 37 days, not to exceed 67 days, regardless of the IID storage or calibration stability specifications;
40. Effective January 1, 2016, the authorized service provider shall install a positive identification device when installing an IID. The authorized service provider shall take a reference photo of the participant and include that reference photo on the provider's electronic conveyance system.
41. The authorized service provider shall assist in the preparation and/or delivery of public information regarding the program to the state legislature as requested and approved 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;
42. 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 IID 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

A. The Division of Motor Vehicles responsibility in the implementation of this agreement shall be limited to the following:

1. Approving, disapproving, and assessing individuals whose licenses have been revoked for driving while under the influence of alcohol interested in maintaining an IID on a vehicle as to afford restrictive driving privileges;
2. Determining participation periods for participants 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);
3. Informing the authorized service provider when an individual has been approved for installation of the IID on a vehicle, and disqualification from the program;
4. Establishing the timeframe an approved individual must maintain the IID in the vehicle;
5. 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 IID on the vehicle.

B. The Division shall not be responsible for:

1. Disseminating information or material to individuals regarding the IID, the authorized service provider delivery system, or the manufacture of the IID;
2. Installing, removing, servicing, or calibrating the IID;
3. Any liability regarding any aspect of the authorized service provider's implementation of the agreement, or standards herein;
4. 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 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 from a certified laboratory reflecting the reliability, validity, and accuracy reflecting 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. 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 IID in other states, including contact persons familiar with historical individual and state satisfaction surveys concerning the delivery system. These requirements shall apply to subsequent versions of any approved model already in use;
 - 3.** The authorized service provider shall implement, manage, maintain, and provide WV service centers with sufficient qualified technical staff, in a minimum of ten (10) locations within the borders of this State, for IID 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 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 IIDs. Any other programs currently in use or later developed by the provider that uses technology similar to IID alcohol detection is strictly prohibited from operation in the same service centers as those providing services for the Alcohol Test and Lock Program. 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 IID 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 IID 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, IID service centers at locations deemed necessary and approved 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 IID 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 IID. 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 IID. 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 IID service delivery system. The Division of Motor Vehicles shall reserve the right to establish technical training requirements;
5. The authorized service provider shall instruct all individuals for whom the IID is maintained, as well as all significant others and family members regarding the safe and compliant operation of the IID. This instruction shall be conducted face to face by qualified technician staff with all individuals having the IID installed and maintained. This instruction shall also include written material which shall be provided to the individual at the time the IID 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 IID 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 IID 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 IID is installed, calibrated, monitored, maintained, serviced or removed;

B. ALCOHOL TEST AND LOCK DEVICE CRITERIA PER WEST VIRGINIA REQUIREMENTS

The authorized service provider shall submit documentation demonstrating the technology of the proposed IID specifying the following minimum standards for a Breath Alcohol Ignition Interlock Device (B.A.I.I.D.):

1. Documentation demonstrating the technology of the proposed IID to *lockout* an individual when the Breath Alcohol Content level registers .025 or greater;

2. Documentation demonstrating the technology of the proposed IID to be capable of random retest and timed test;
3. Documentation demonstrating the technology of the proposed IID specific to its ability to withstand individual attempts of circumvention rather than true human breath sources;
4. Documentation demonstrating the technology of the proposed IID after completion of a breath alcohol test enables the ignition relay. Documentation shall also reflect the IID'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 IID's ability to permit the vehicle to be started if it stalls within two (2) minutes of initial starting without requiring an additional test;
5. Documentation demonstrating the technology of the proposed IID, as a result of the initial test of high B.A.C. level, the IID 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 IID 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;
6. Documentation demonstrating the technology of the proposed IID to emit both visual and audible signals for a minimum period of two (2) to five (5) minutes before an individual must retest;
7. Documentation demonstrating the technology of the proposed IID to, when the individual fails to retest, effect the IID to enter the time lapse fail mode and shall cause the IID to disable the ignition when the vehicle is turned off;
8. Documentation reflecting the technology of the proposed IID 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;
9. Documentation reflecting the technology of the proposed IID to specify if the individual fails to take a retest, the IID shall enter the time lapse fail mode;
10. Documentation reflecting the technology of the proposed IID to permit an individual a one (1) minute restart grace period once the test has been passed;
11. Documentation reflecting the technology of the proposed IID'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 IID shall have the capability to prevent the vehicle's operation on the third (3rd) day following the scheduled appointment. At this point, the IID shall not permit the vehicle to be

started, and only until the authorized service provider has reset the device;

12. Documentation demonstrating the technology of the proposed IID 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;
13. Documentation demonstrating the technology of the proposed IID in reporting physical power disconnect violation(s) that will, in turn, cause the service reminder to be reset to immediate recall if three (3) or more violations occur;
14. Documentation reflecting the technology of the proposed IID to record an individual attempt to start the vehicle without first taking the breath alcohol test;
15. Documentation reflecting the technology of the proposed IID to record and report any and all electrical bypass(es), to include physical disconnect of the IID from the vehicle's power source;
16. Documentation reflecting the proposed IID's tolerance and resistance to tampering, misuse, or abuse by the individual.

C. ALCOHOL TEST AND LOCK DEVICE CERTIFICATION

The West Virginia Division of Motor Vehicles adopts the **2013 Model Specifications for Breath Alcohol Ignition Interlock Devices (B.A.I.I.D.s)** in its entirety 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 IID, the reliability, accuracy, validity, alcohol specific measurement, environmental sensitivity, user friendliness of the proposed IID, as well as the authorized service provider's qualifications, experience and professionalism with the implementation of an IID 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 IID 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. IGNITION INTERLOCK 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, by electronic means, a daily report which shall contain, but not be limited to, missed appointments, BAC readings at or above .025, low vehicle use, power disconnects and circumvention. Such report shall identify the individual, time (under Eastern Standard Time), and date

of these violations.

5. 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 IID 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

- A. 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 enter into an agreement 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;
- B. Revocation of the alcohol test and lock provider agreement will occur if there is a finding that:
 1. The authorized service provider has knowingly falsified any information required under these agreed standards and related appendices;
 2. The authorized service provider has knowingly permitted non-qualified service technicians to perform any aspects of services to be rendered by the provider;
 3. The authorized 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;
 4. 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;
 5. The authorized service provider has concealed or attempted to conceal its true ownership or any changes thereof;
 6. The authorized service provider has violated any standards or provisions as set forth in the agreement.

- C. The Division of Motor Vehicles reserves the right to suspend and sanction the service provider for non-compliance with the requirements of this non-competitive agreement, exclusive of those violations listed under Section VII, subsection B above. Suspension shall require the authorized service provider to continue providing all services to existing clientele while prohibiting accepting new clients. Other sanctions may apply at the discretion of the Commissioner.