

THE COMMISSION ON VASAP

VIRGINIA IGNITION INTERLOCK REQUEST FOR PROPOSALS

2012-2015

Attachment A

Your Doorway to Safe & Sober Driving



This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against a bidder or offeror due to race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment

Issuing Agency:
Commonwealth of Virginia
Commission on Virginia Alcohol Safety Action Program
701 East Franklin St, Suite 1110
Richmond, VA 23219

Location of assignment: Statewide

Contract Period: July 1, 2012 through June 30, 2015

Proposal Deadline: Sealed proposals will be received up to May 1, 2012 for furnishing the goods/services described herein and then opened in public.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

701 E. Franklin Street, 7th and Franklin Building, 11th Floor, Suite 1110

In compliance with this Request for Proposals and to all of the conditions imposed therein, the undersigned offers and agrees, unless stated otherwise, to furnish the goods and services contained herein.

By: _____ (Printed Name & Title)

_____ (Signature In Ink)

Name and Address Of Firm:

EVA Vendor ID or DUNS#: _____

Fax Number: (____) _____

Title: _____

E-mail Address: _____

Telephone Number: (____) _____

No pre-bid conference will be held, however, all inquiries for information shall be directed to:

Christopher B. Morris
Special Programs Coordinator
701 E. Franklin St. Suite 1110
Richmond, VA 23219
(804) 786-5895
cmorris.vasap@state.va.us

Purpose:

The Commission on the Virginia Alcohol Safety Action Program (VASAP) is requesting proposals from vendors who desire to provide ignition interlock services for the population of drivers who have been convicted of driving under the influence in Virginia.

Ignition interlock devices are required:

- A. when ordered by a court of proper jurisdiction pursuant to § 18.2-270.1 of the Code of Virginia; or
- B. when administratively enforced by DMV pursuant to § 46.2-391.01 of the Code of Virginia.

VASAP:

VASAP was created by statute to provide the commonwealth with an effective response to the problems associated with driving under the influence. It is organized at the state, regional, and local levels. The core of the VASAP system is the 24 local Alcohol Safety Action Programs (ASAPs) located throughout the Commonwealth. ASAPs use community and state resources to address the alcohol-associated driving problems of citizens referred by local courts after a conviction of operating a motor vehicle under the influence. The duties of the ASAPs fall into the categories of case management and offender intervention, enforcement, adjudication, public information, and evaluation and certification.

The Commission:

The VASAP system operates under the supervision of the Commission on VASAP, herein after called the Commission. The Commission was created by the General Assembly in 1986 to reduce the threats to transportation safety caused by alcohol use and to coordinate and oversee statewide efforts to that end. To fulfill its purpose, the Commission is empowered to oversee the administration of the VASAP system and the ASAPs' operational plans. In addition, the Commission can establish and ensure the maintenance of minimum standards and criteria for ASAP operations, such as performance, auditing, public information, and administration. This standardization of operations provides quality and equitable services to offenders statewide. Last, the Commission supervises a system for allocating funds to cover any deficiencies in local program budgets.

Ignition Interlock:

The ignition interlock program shall be a judicially and an administratively focused program administered by the Commission on VASAP as a condition of probation. Enrollment in an ASAP shall be a prerequisite; deviation from this prerequisite by the vendor must have prior written approval from the Commission.

Definitions:

The words and terms used in this Request for Proposal shall have the following meanings unless the context clearly indicates otherwise:

"Alcohol" means ethyl alcohol, also called ethanol (C₂H₅OH).

"BAC" or "blood alcohol concentration" means the amount of alcohol in an offender's blood or breath as determined by chemical analysis, which shall be measured by the number of grams of alcohol per 100 milliliters of blood, or 210 liters of breath.

"Breath test" means an analysis of the breath alcohol concentration of a deep lung breath sample.

"Calibration" means the process that ensures an accurate alcohol concentration reading is being obtained on the ignition interlock device.

"Commission" means the Commission on Virginia Alcohol Safety Action Program (VASAP).

"Deep lung breath sample," also known as "alveolar breath sample," means an air sample that is the last portion of a prolonged, uninterrupted exhalation and that gives a quantitative measurement of alcohol concentration from which breath alcohol concentrations can be determined. "Alveolar" refers to the aveoli, which are the smallest air passages in the lungs, surrounded by capillary blood vessels and through which an interchange of gases occurs during respiration.

"Device" means a breath alcohol ignition interlock device.

"Device certification" means the testing and approval process required by the Commission on Virginia Alcohol Safety Action Program (VASAP).

"DMV" means the Virginia Department of Motor Vehicles.

"Fail point" means the point at which the breath alcohol level of 0.02% is met.

"First Offender" means the individual required by the court or the Department of Motor Vehicles to have a certified ignition interlock device installed on the vehicle(s) in which they operate.

"Free restart" means the ability to start the engine again within a preset period of time without completion of another breath test, when the condition exists where a breath test is successfully completed and the motor vehicle is started, but then the engine stops for any reason (including stalling).

"Ignition interlock system" means a device that (i) connects a motor vehicle ignition system to an analyzer that measures an offender's blood alcohol concentration; (ii) prevents a motor vehicle ignition from starting if the offender's blood alcohol concentration is at or above the fail point; and (iii) is equipped with the ability to perform a rolling retest and to electronically log the blood alcohol concentration during ignition, attempted ignition and rolling retest.

"Interlock event" means vehicle operator activity that is recorded by the ignition interlock to include, but not limited to, vehicle starts and attempted starts, rolling retests, breath tests, lockouts, ignition shutoffs, power outages, and interlock tampering.

"Licensing" means the process of determining that a service center meets the requirements set by the Commission on VASAP.

"Lockout" means the ability of the ignition interlock device to prevent a motor vehicle's engine from starting.

"Major Compliance Issue" means a Commission on VASAP identified non-compliance issue at an ignition interlock installation facility that is either illegal, endangers life, limb or property, or compromises the integrity of the ignition interlock program or The Commission on VASAP.

"Manufacturer" means the actual maker of the ignition interlock device who assembles the product and distributes it to vendors or service providers.

"Motor vehicle" means every vehicle as defined in § 46.2-100 of the Code of Virginia, that is self-propelled, or designed for self-propulsion, to exclude bicycles, electric power-assisted mobility devices, electric powered-assisted bicycles, and mopeds.

"Permanent lockout" means a feature of the ignition interlock device in which a motor vehicle will not start until the ignition interlock device is reset by a service provider.

"Retest" means an additional opportunity to provide a deep lung breath sample below the alcohol fail point.

"Rolling retest" means a test of the offender's blood alcohol concentration required at random intervals during operation of the motor vehicle, which triggers the sounding of the horn and flashing of lights if (i) the test indicates that the offender has a blood alcohol concentration that is at or above the fail point or (ii) the offender fails to take the test.

"Second or Subsequent Offender" means the individual required by the court or the Department of Motor Vehicles to have a certified ignition interlock device installed on any vehicle owned or registered to, in whole or in part, the offender.

"Service center" means the physical location where the service provider installs, calibrates, and removes the ignition interlock device on the offender's vehicle.

"Service provider" means the authorized supplier and installer of the approved ignition interlock devices. In some cases, the service provider may also be a manufacturer of an ignition interlock device. For the purposes of this RFP, whenever the term "vendor" appears, it will be used interchangeably with the term "service provider."

"Tampering" means an unlawful act or attempt to disable or circumvent the legal operation of the ignition interlock device to include providing samples other than the natural breath of the offender, starting the motor vehicle without using the ignition switch, any other act intended to start the motor vehicle without first taking and passing a breath test, or physically tampering with the device to disable or otherwise disconnect the device from its power source.

"Temporary lockout" means a feature of the ignition interlock device which will not allow the motor vehicle to start for a preset time period after a breath test result indicates a BAC at or above the fail point.

"Vendor certification" means the process of determining that a service provider or vendor has been approved to provide services in the Commonwealth of Virginia.

"Violation" means an event, such as a breath test indicating a BAC at or above the fail point upon initial startup, a refusal to provide a rolling retest deep lung breath sample, a rolling retest with a BAC at or above the fail point, or tampering, which breaches the guidelines for use of the interlock device.

"Violation reset" means a feature of the ignition interlock device in which a service reminder is activated due to a violation.

Scope of Work:

The purpose of an ignition interlock program is to provide an alternative sanction, at no cost to the state, for persons convicted of driving under the influence that would permit and encourage them to continue as productive members of society. An ignition interlock program has been in place in Virginia since 1995. Successful vendors must be able to provide service within the parameters specified herein as well as in the Commonwealth's regulations (24VAC35-60) and the Code of Virginia (§ 18.2-270.1) in order to be certified and eligible to participate in Virginia's program. The duration of the contract will be for three years with the potential for renewal for a maximum of two additional years at one year increments.

Service Provider Qualification Requirements:

Integrity of the Ignition Interlock Program shall be upheld by restricting the delivery of interlock offender service to the actual provider of the product (authorized service provider), thereby effectively preventing the extension of subcontracts to other persons or businesses who lack long-term investment, long-term experience, or in-depth knowledge of product and service, potentially resulting in a higher likelihood of neglect of duty or illegal exchange of funds. Denial of subcontracting of the interlock service to the consumer is an integral part of protecting the chain of evidence for court testimony and evidentiary procedures.

Each service provider seeking to contract with the Commission shall:

1. submit evidence of a strong background in the development and maintenance of a statewide ignition interlock service program and evidence of operational programs in other states. The service provider must be dedicated to the installation and maintenance of ignition interlock devices and must supply and train staff and service center supervisors to assure good customer service and compliance with all contract requirements. Any personnel hired to install, calibrate, or inspect ignition interlock devices may not have ever been convicted of a felony or a crime substantially related to the qualifications, functions, and duties associated with the installation and inspection of the devices, or within a five year period prior to hiring, been convicted of a misdemeanor potentially punishable by confinement. The service provider shall provide both a criminal and driver's license record check to The Commission on VASAP of all

personnel that work in any capacity with the Commonwealth of Virginia's ignition interlock program at least 7 days before their employment start date. The service provider shall identify all key personnel who shall be providing maintenance for the state with a means of identifying these personnel, furnish the state with credentials on these personnel and notify the state at least thirty (30) days in advance of any reduction in staffing levels of key personnel at any of the local or district offices serving the state. The service provider must be able to ensure, and provide proof thereof, that technicians are trained and available to testify in court if required by the court or commonwealth attorney, or upon reasonable request of the ASAP of jurisdiction regardless of subpoena issuance.

2. not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The service provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Furthermore, the service provider, in all solicitations or advertisements for employees placed by or on behalf of the service provider, will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

3. not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 during the performance of the contract for goods and services.

4. submit a description of the service provider's present or planned provisions for distribution of the ignition interlock device in Virginia including all locations in the state where the device may, or will be installed, serviced, repaired, calibrated, inspected and monitored. A specific plan should be submitted for the establishment of at least one fully functional service center, providing all required services, within a 50 mile drive of every home residence in the state of Virginia by January 1, 2013. The January 1, 2013 deadline applies only to vendors that are new to the state if they are selected. Current Virginia vendors are expected to already be in compliance with this requirement.

Each facility shall be approved by the Commission on VASAP prior to its use, and annually thereafter, and shall in all instances meet the following criteria:

a. must comply with all local business license and zoning regulations, and with all federal, state and local health, fire and building code requirements. A copy of an updated, valid business license or business license payment receipt shall be forwarded to The Commission on VASAP for each jurisdiction in which one is required by the jurisdictional compliance deadline. The official valid business license and tax document are also required to be posted in a visible area at each applicable service facility.

b. must comply with all local, state and federal laws with regard to accessibility for persons who are disabled.

c. must maintain offender records in a manner that complies with federal confidentiality guidelines. All records shall be executed correctly, in its entirety, and shall be managed in compliance with all state and federal confidentiality guidelines and records management/destruction requirements.

d. must be a drug-free workplace and have posted in a conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the service provider's workplace, specifying the actions that will be taken against employees for violations of such prohibition.

e. the vendor is required to replace an ignition interlock service facility within 30 days whenever the closing of an interlock service facility results in non-compliance with the requirement to possess a facility within a 50 mile drive of every home residence in the state of Virginia.

Service providers are required to provide the Commission on VASAP 30 days' notice, at a minimum, prior to the scheduled opening date of a new location. This requirement allows the Commission on VASAP ample time to schedule inspection of the new facility prior to opening services to ASAP offenders.

Any vendor leasing or renting space from another business for any ignition interlock business is also bound by all requests for proposal, contractual, and ignition interlock regulation requirements regardless of the contractual agreement with the lessor.

5. Documentation and verification of insurance (to be submitted upon each policy issuance or renewal and to include the full policy) covering all liability related to all ignition interlock operations, services, and equipment, including coverage in Virginia, which shall include a minimum liability policy limit of \$1 million per occurrence and \$3 million general aggregate total. The service provider's liability insurance shall be considered primary above all other available insurance and shall state such in the "Other Insurance" section of the service provider's insurance contract. The service provider shall provide a signed statement from the manufacturer holding harmless the Commonwealth of Virginia, the Commission, and its members, employees and agents from all claims, demands, and actions, as a result of damage or injury to persons or property that may arise, directly or indirectly, out of any act or omission by the manufacturer or their service provider relating to the installation, service, repair, use and/or removal of an ignition interlock device. This also applies to action taken, or not taken, by local area ASAPs or The Commission on VASAP due to verified errors in reporting of interlock activity by the service provider. Errors in reporting do not include e-mailed or faxed documents that were sent by the service provider but not received by the ASAP. All documents referenced in this section are to be provided to The Commission on VASAP no later than 30 days after awarding of contract.

6. Documentation that the service provider will provide a full-time state ignition interlock coordinator who will work exclusively with the Virginia interlock program and reside in the Richmond, Virginia area. Ignition Interlock coordinator or designated personnel must be available eight (8) hours each day, Monday Through Friday. Among other duties, the coordinator will be expected to: (i) respond promptly to any problems in the field, (ii) testify in court, regardless of subpoena issuance, upon request, and (iii) assist and provide training to VASAP staff (local and statewide) and any other stakeholders as requested by the Commission on VASAP, (iv) be responsible for quality control reports and statistics, updates to all required documentation and field services reporting and repairs.

7. Abide by all Commission on VASAP regulations pertaining to the ignition interlock program.

8. Service provider agrees to handle offender, court, DMV, local ASAP, and other stakeholder complaints presented by The Commission on VASAP per the following guidelines:

a. Upon written or verbal receipt of an official customer or ASAP complaint, of a non-emergency nature; The Commission on VASAP will forward a written summary of the facts surrounding the complaint to the service provider for review.

b. The service provider will thoroughly investigate the complaint and respond to The Commission on VASAP in writing with the result of their investigation along with an action plan to resolve the complaint within 5 business days.

c. The service provider is required to inform The Commission on VASAP of the status of the complaint on a regular basis until The Commission on VASAP deems the complaint handled in a satisfactory manner and closes the complaint file.

d. If at any time during the complaint process The Commission on VASAP deems the complaint to be invalid, no further action is required of the service provider. If at any time The Commission on VASAP determines a complaint to be of an emergency nature, service provider response times may be shortened.

e. Failure to abide by any of the requirements of this section (8. a-d) may result in further action by The Commission on VASAP, to include but not limited to, suspension of ASAP referrals and/or termination of contract.

10. Service provider agrees to handle ignition interlock service center compliance issues presented by The Commission on VASAP per the following guidelines:

a. The Commission on VASAP will notify the service provider when a non-compliance issue has been identified at an ignition interlock service facility along with a corresponding deadline for correction.

- b. Upon notification, the service provider is required to come into compliance by the given deadline. An extension to the deadline can only be granted by The Commission on VASAP.
- c. If in disagreement with the identified non-compliance issue, the service provider shall submit written correspondence to The Commission on VASAP citing the reasons for the disagreement within 5 business days of notification of the non-compliance issue. The Commission on VASAP will review the correspondence and provide a response, within 5 business days, to the service provider. If The Commission on VASAP still considers the original issue non-compliant, a new deadline will be included in the response. The vendor will be required to correct the compliance issue by the new deadline.
- d. Failure to abide by the requirements of this section (10. a-c) or identification of a major compliance issue (see definitions) at an ignition interlock service facility may result in further action by The Commission on VASAP to include, but not limited to, suspension of ASAP offender referrals to the non-compliant location, or locations until corrected to meet the terms and conditions of the regulations or contract, to include full term of contract.

11. The vendor agrees to make modifications to their company specific web-site, which is used to review monthly calibration reports, at a reasonable request by The Commission on VASAP. Reasonable requests include changes due to any of the following:

- a. Language that The Commission on VASAP deems as confusing, misleading, offensive, or incorrect.
- b. New requirements due to technological changes, changes in the Virginia Code or interlock regulations, changes in workload, and/or product enhancements.

12. Assume full liability for any action, taken or not taken by ASAP, due to any report, whether electronic or hard copy, provided by the service provider that is incorrect or misleading.

13. The service provider shall be responsible for Virginia offenders installed with their company in another state and shall assure that all Virginia interlock processes, regulations, request for proposal terms, contract terms, and Commission on VASAP requirements are met. In no instance shall a Virginia service provider's out of state facility install or remove an interlock for a Virginia requirement without ASAP authorization, nor shall the service provider set the interlock BAC fail limit at any other state's requirement other than the Commonwealth of Virginia.

14. Advise the Commission on VASAP of any states in which the service provider conducts or has conducted ignition interlock business along with the reason for no longer doing business in any of those states during the time the service provider has a contract with The Commission on VASAP.

15. The service provider agrees to provide information technology assistance, per reasonable request, to the Commission on VASAP and the Virginia Department of Motor Vehicles on any standardized software system created to increase the efficiency and standardization of the program.

16. The service provider agrees to provide the number of currently installed private clients, either individual or commercial, to the Commission on VASAP on a monthly basis.

Provided that all vendor and device certification requirements are met, the Commission shall contract with those manufacturers or service providers who meet such requirements and may approve multiple makes and models of ignition interlock devices for use in the Commonwealth.

Fees:

All potential service providers desiring to conduct business in the Commonwealth of Virginia's ignition interlock program shall submit a \$250 nonrefundable application fee with their proposal. The Commission on VASAP will establish by contract the following additional fees to be paid by the service provider:

1. annual \$250 contract review fee to the Commission on VASAP due no later than July 1 of the beginning of each contract year.
2. annual \$75 audit/renewal fee for each service center to the Commission on VASAP due no later than July 1 of the beginning of each contract year except the 1st year of the contract in which the fee is due by July 30, 2012.
3. monthly \$10 fee to the Commission on VASAP for each offender's vehicle with an ignition interlock installed until the device is removed due no later than the 15th day of the following month.
4. monthly \$10 fee to the local servicing ASAP for each offender's vehicle with an ignition interlock device installed until the device is removed due no later than the 15th day of the following month.

All service providers shall create and maintain an unaffordability fund to provide services for offenders who are eligible for a waiver or reduction of fees based upon a declaration of unaffordability by the Commission.

Cancellation, suspension and revocation of manufacturers, service providers and ignition interlock devices:

The Commission may cancel, suspend, or revoke certification of an ignition interlock device and/or its manufacturer and service provider for the following reasons:

1. when there is a voluntary request by a manufacturer to cancel certification of a device.
2. when a device is discontinued by the manufacturer.
3. when the manufacturer's liability insurance is terminated or cancelled.
4. when the manufacturer or service provider attempts to conceal its true ownership.
5. when materially false or inaccurate information is provided relating to a device's performance standards.

6. when there are defects in design, materials, or workmanship causing repeated failures of a device.
7. when the manufacturer or service provider knowingly permits nonqualified service technicians to perform work.
8. when a manufacturer or service provider assists users with circumventing or tampering with a device.
9. when service or the submission of required reports is not provided in a timely manner.
10. when there is a pattern of late fee payments. A “pattern” would include three or more late fee payments in a consecutive 12 month period to the same ASAP or The Commission on VASAP or a combination of both.
11. when there is a pattern of substandard customer service.
12. when the manufacturer or service provider interferes with or obstructs a site review or investigation by the Commission.
13. when there are any other violations of the provisions contained in the Code of Virginia, Commission regulations, request for proposals, or the ignition interlock contract.
14. when a manufacturer or service provider solicits business outside of the VASAP, or otherwise solicits individual ASAP branches through operational incentives, gratuities, or any other personal incentives.
15. when a manufacturer or service provider solicits business via direct influence or marketing to judicial, court, or DMV personnel of any company device, product, or service without prior approval from The Commission on VASAP.
16. when a major compliance issue (see definitions) is identified at an ignition interlock service facility or a compliance issue of a less severe nature is not satisfactorily corrected within the given time frame provided by The Commission on VASAP.
17. when a service provider fails to comply with the required customer or ASAP complaint guidelines stated in this document (Section 8 under Qualification Requirements).
18. when it is determined that the service provider concealed, misrepresented, or intentionally provided any false information to The Commission on VASAP during the application and selection process.
19. when there is a verified misrepresentation, concealment, or false statement of material fact involving any aspect of the administration of the Virginia interlock program or throughout the course of the contract.

If such cancellation, suspension, or revocation occurs, the manufacturer or service provider may request (within 15 days of notification) a hearing with the Commission on VASAP to contest the decision. Should the cancellation, suspension, or revocation be upheld, the manufacturer or service provider shall remain responsible for removal of all devices from customers’ motor vehicles (within 30 days), and will bear the costs associated with the required removal and installation of a new approved device.

The Commission on VASAP reserves the right to immediately suspend ASAP referrals to interlock service providers, including but not limited to, the following reasons:

1. there is a pattern or repetition of verified substandard customer service that results in a high frequency of complaints or severity of a complaint(s).
2. there is a pattern of late fee payments (more than 3 late fee payments to the same ASAP, VASAP, or a combination of both in a 12 month period).
3. identified issues at a service provider's interlock service facility.
4. removal or installation of an ignition interlock, in-state or out of state, without ASAP approval.

Ignition Interlock Device Specifications:

All ignition interlock devices used pursuant to §§ 18.2-270.1 and 46.2-391.01 of the Code of Virginia must be approved by the Commission. The Commission shall maintain a list of approved ignition interlock devices.

Each service provider seeking to contract with the Commission shall submit:

1. The name and address of the ignition interlock device manufacturer.
2. The name and model number of the ignition interlock device.
3. A detailed description of the device including drawings, schematics, wiring protocols, and instructions for its installation and operation.

The manufacturer or service provider shall provide to the Commission, for distribution to the local ASAPs, literature promoting its device.

The manufacturer or service provider shall provide certification from an independent laboratory that its ignition interlock device has been tested in accordance with the latest model specifications published in the Federal Register by the National Highway Traffic Safety Administration, and that the ignition interlock device meets or exceeds those specifications. Included with the certification report should be the name and location of the testing laboratory, the address and phone number of the testing laboratory, a description of the tests performed, copies of the data and results of the testing procedures, and the names and qualifications of the individuals performing the tests.

If a device is submitted for approval by a service provider other than the manufacturer, the submitting party shall submit a notarized affidavit from the manufacturer of the device certifying that the submitting party is an authorized manufacturer's representative.

All ignition interlock devices will be required to meet the model specifications for Breath Alcohol Ignition Interlock Devices (B.A.I.I.D.s) as set forth in the most recent model specifications published in the Federal Register by the National Highway Traffic Safety Administration (NHTSA). At a minimum, the following specifications will be met:

1. The ignition interlock device shall work accurately and reliably in an unsupervised environment, at minimal inconvenience to others, and without impeding the safe operation of the motor vehicle.

2. The ignition interlock device shall be able to analyze a specimen of alveolar breath for alcohol concentration, correlate accurately with established measures of blood alcohol concentration, and be calibrated according to the manufacturer's specifications.
3. The ignition interlock device shall be alcohol specific, using an electro-chemical fuel cell that reacts to, and measures, ethanol, minimizing positive results from any other substance.
4. The ignition interlock device shall indicate when a sufficient sample of breath has been collected and shall indicate this by audible or visual means.
5. The ignition interlock device shall detect and record a BAC that is at or above the fail point for each ignition, attempted ignition, and rolling retest.
6. The results of the test shall be noted through the use of green, yellow and red signals or similar pass/fail indicators. No digital blood alcohol concentration shall be indicated to the offender.
7. The ignition interlock device shall lock out an offender when a BAC at or above the fail point is detected.
8. The ignition interlock device shall have the ability to prevent the normal operation of the motor vehicle by an offender who fails to retest.
9. The ignition interlock device shall have the ability to perform a permanent lockout if the offender fails to appear for a scheduled monitoring appointment after the applicable 5-day grace period.
10. The ignition interlock device shall automatically purge alcohol before allowing subsequent analyses.
11. The ignition interlock device shall issue a warning of an impending lockout.
12. The ignition interlock device shall be capable of random retesting and timed retesting.
13. The ignition interlock device shall warn the offender of upcoming service appointments for three days prior to the appointment. Should the offender fail to appear, the device shall lock out on the fifth day after the scheduled appointment, and the motor vehicle shall not be operable until the service provider has reset the device.
14. The internal memory of the ignition interlock device shall be capable of recording and storing a minimum of 500 interlock events and shall enter a service reminder if the memory reaches 90% of capacity.
15. The ignition interlock device shall be designed and installed in such manner as to minimize opportunities to be tampered with, altered, bypassed, or circumvented. The ignition interlock device shall not spontaneously bypass the ignition system nor shall it be able to be made operational by any mechanical means of providing air to simulate alveolar breath. Any bogus breath anti-circumvention features used to pass laboratory testing of the ignition interlock device shall be turned on.
16. The ignition interlock device shall be capable of recording and providing evidence of any actual or attempted tampering, alteration, bypass, or circumvention. It is important

for vendors to note that some jurisdictions in the Commonwealth will only accept camera units.

17. The ignition interlock device must operate at temperatures between 20 and 70 degrees Celsius.

18. The ignition interlock device shall operate up to altitudes of 2.5 km above sea level.

19. The readings of the ignition interlock device shall not be affected by humidity, dust, electromagnetic interference, smoke, exhaust fumes, food substance, or normal automobile vibration.

20. The operation of the ignition interlock device shall not be affected by normal fluctuations of power source voltage.

21. The breath requirement of the ignition interlock device shall have the ability, at a minimum, to be set at 1.5 liters, 1.2 liters, or 1.0 liters in order to properly satisfy approved breath reduction requests by The Commission on VASAP.

All ignition interlock devices that have been approved by the Commission shall have affixed a warning label with the following language: "Any person tampering with or attempting to circumvent this ignition interlock system shall be guilty of a Class 1 misdemeanor, and upon conviction, be subject to a fine or incarceration or both." The cost and supply of the warning labels to be affixed to the ignition interlock devices shall be borne by the manufacturer or service provider. The manufacturer or service provider shall submit to the Commission a prototype of the warning label for approval.

For initial startup of the motor vehicle:

1. The ignition interlock device shall enable the ignition relay after the successful completion of a breath alcohol test.
2. The device shall allow two minutes to elapse between the time the ignition is enabled and the start of the motor vehicle.
3. The ignition interlock device shall allow the motor vehicle to be restarted within two minutes of the engine being stopped without requiring an additional test.
4. If the initial test results in a lockout due to the offender's BAC level, the ignition interlock device shall not allow an additional attempt for five minutes.
5. If the offender's BAC is at or above the fail point on the second retest, the machine shall lock out for an additional 15 minutes and shall do so thereafter for each failed retest. A violation reset message shall instruct the offender to return the ignition interlock device to the service provider for servicing within five days.
6. If the ignition interlock device is not reset within five days, a permanent lockout will occur.

A rolling retest feature is required for all ignition interlock devices.

1. An ignition interlock device shall require a rolling retest within the first 10 to 20 minutes after the start of the motor vehicle and randomly thereafter at least once every 20 to 40 minutes as long as the motor vehicle is in operation.

2. The ignition interlock device shall produce a visual and audible signal of the need to produce a breath sample for the rolling retest. The offender shall have six minutes in which to provide the required rolling retest breath sample.
3. A free restart shall not apply if the ignition interlock device was awaiting a rolling retest that was not delivered.
4. Any deep lung breath sample at or above the fail point, or any failure to provide a rolling retest deep lung breath sample within the required time, shall activate the motor vehicle's horn and cause the motor vehicle's headlights, parking lights or emergency lights to flash until the engine is shut off by the offender.
5. Once the vehicle has been turned off, all pre-start requirements shall become applicable.
6. The violations reset message shall instruct the offender to return the ignition interlock device to the service provider for servicing within five days.
7. If the ignition interlock device is not reset within five days, a permanent lockout will occur.

Additional technical specifications for the operation and installation of the ignition interlock device may be described in the contract between the Commission and the service provider.

Ignition Interlock Device Installation:

No offender who has a case pending in the court system shall have an interlock installed in Virginia unless enrolled in, and monitored by, the ASAP program in the area where the case originated. Prior to installation of the interlock device, the vendor must receive written authorization from ASAP via fax, e-mail, or online service. This enables VASAP to maintain consistency in policy and use of ignition interlock devices in the Commonwealth, and allows for a consistent pattern of instruction to the service provider. Offenders are permitted to pre-qualify with ASAP to begin the interlock process which includes independent selection of an interlock service provider and scheduling of an interlock install appointment for a date on or after the court issues the offender a restricted license order with the interlock restriction.

The ignition interlock device must be installed by a manufacturer or authorized service provider within 30 days of the date of the court order; if not, the service provider will notify the ASAP.

All agreements between the service provider and the offender shall be in the form of a contract and be signed by the service provider and the offender. Copies of the written contract shall be retained by the service provider, with a copy given to the offender and the local ASAP office.

Prior to installation of the ignition interlock device, offenders must provide to the service provider:

1. Photo identification;
2. The name and policy number of their automobile insurance;
3. If a first offender, a copy of the registration containing the vehicle identification number (VIN) of all motor vehicles operated by the offender..

4. If a second or subsequent offender, a copy of the registration containing the vehicle identification number (VIN) of all motor vehicles owned by or registered to the offender, in whole or in part.
5. A notarized affidavit from the registered owner of the vehicle granting permission to install the device if the car is not registered to the offender.
6. Written or electronic authorization from the Commission if the air volume requirement, blow pressure, or anti-circumvention features of the ignition interlock device are to be lowered or disabled in order to compensate for an offender's diminished lung capacity.

Under no circumstances shall an offender be permitted to observe the installation, calibration, or removal of the device.

The service provider must inspect all motor vehicles prior to installation of the device to ensure that they are in acceptable mechanical and electrical condition. Under no circumstances shall staff of the authorized service provider install any device until, and unless, the motor vehicle is approved following the inspection.

Each installation shall include all of the tamper resistant features required by the service provider such as unique seals, epoxies, or resins at all openings and exposed electrical connections.

An oral, written or video orientation to the ignition interlock device will be developed and delivered by the service provider to the offender and other persons who may drive the motor vehicle, including information on the use and maintenance of the device as well as all service center locations, and procedures for regular and emergency servicing. A demonstration interlock will be available at each installation site for use in the training of customers.

If, during the installation, the offender fails to pass the initial breath test, the installation will be halted and the ASAP notified.

The manufacturer and/or service provider must maintain a toll-free 24-hour emergency phone service that may be used to request assistance in the event of failure of the ignition interlock device or motor vehicle problems related to operation of the ignition interlock device. The assistance provided by the authorized service provider shall include technical information, and aid in obtaining towing and/or roadside service. The expense of towing and roadside service shall be borne by the offender unless it is determined that the interlock device failed through no fault of the offender, in which case the manufacturer or service provider will be responsible for applicable expenses. The ignition interlock device shall be made functional within 48 hours of the call for assistance or the ignition interlock device shall be replaced.

At the time of device installation, a provider may charge an installation fee. The permissible costs for installation shall not exceed \$65. Service providers may charge an additional installation fee for transferring an ignition interlock device from one vehicle to another. Service providers will not be permitted to charge fees that exceed or are not established and approved by the Commission. A portion of these fees shall include costs for offender unaffordability funds. In addition to the maximum installation fee, service providers may collect applicable taxes and charge for optional insurance to cover device theft or damage. As permitted by law, and upon approval of the Commission, other reasonable fees may be permitted for returned checks, etc. No installation fees shall be collected from the user until such services have been provided.

The manufacturer or service provider must provide unaffordability service to those offenders who are eligible for a reduction in fees based upon a declaration of unaffordability by the court and approval by the Commission.

No later than the first service appointment, the offender must provide to the service provider a statement from every licensed driver who will be driving the offender's motor vehicle acknowledging their understanding of the requirements of the use of the ignition interlock device.

Calibration and Monitoring Visits:

The offender must present photo identification to the service provider for all required services.

The service provider must:

1. Provide service/monitoring of the ignition interlock device every 30 days; the offender will be given a five day grace period to have the device inspected.
2. Calibrate the ignition interlock device at each service appointment using a dry gas reference sample.
3. Retrieve data from the ignition interlock device data log for the previous period and electronically submit it to the local ASAP within 24 hours of calibration.
4. Record the odometer reading of the motor vehicle in which the ignition interlock is installed.
5. Check the ignition interlock device and wiring for signs of circumvention or tampering, and electronically report to the local ASAP any violation within 24 hours of servicing.

All malfunctions of the ignition interlock device will be repaired or the ignition interlock device replaced by the service provider within 48 hours at no additional expense to the offender. If it is shown that the malfunction is due to mistreatment by the offender, and the offender has not purchased optional insurance, then the offender will be responsible for applicable repair fees.

A certified technician shall be available at the service center during specified hours to answer questions and to deal with any mechanical concerns that may arise with a motor vehicle as a result of the ignition interlock device.

The ignition interlock device shall record, at a minimum, the following data:

1. The time and date of each failed breath test;
2. The time and date of each passed breath test;
3. The breath alcohol level of each test; and
4. The time and date of any attempt to tamper or circumvent the ignition interlock device.

At the time of device calibration, a service provider may charge a monthly monitoring fee. The maximum permissible costs for calibration/monitoring shall not exceed \$80, of which \$10 will be submitted to the local servicing ASAP and \$10 will be submitted to the Commission on VASAP state office. Service providers shall not be permitted to vary their fees from the amount established by the Commission. A portion of these fees shall include costs for offender unaffordability funds. In addition to the maximum fee permitted, service providers may collect applicable taxes and charge for optional insurance to cover device theft or damage. As permitted by law, and upon approval of the Commission, other reasonable fees may be permitted for returned checks, missed appointments, etc. Fees for the first monthly monitoring and calibration visit will be collected from the user in advance at the time of installation and monthly thereafter as such services are rendered.

Service providers are not allowed to require monthly calibration dates of a shorter duration than those required by the Virginia Code.

Ignition Interlock Device Removal:

Prior to removal of the ignition interlock device, the service provider must receive written authorization from the ASAP.

Offenders may not have their ignition interlock device removed or replaced by another manufacturer or service provider without written authorization from the Commission on VASAP.

If, at the time of removal, the service provider notices any blood alcohol content readings at or above .02 they are to notify the ASAP for approval before the removal is made.

Under no circumstances shall an offender observe the ignition interlock removal process.

Once the interlock has been removed, the service provider will send an authorized removal report to the ASAP via fax, email, or online service, documenting that the ignition interlock device has been removed and that all fees have been paid. Once verification of an authorized removal has been received by the ASAP, DMV will be notified that the offender has successfully completed the interlock requirements.

Whenever an ignition interlock device is removed, all components of the motor vehicle, altered by the installation or servicing of the ignition interlock device, must be restored to their original, preinstallation condition and removed in such a manner as not to impair the safe operation of the vehicle. All severed wires must be permanently reconnected (soldered) and insulated with heat shrink tubing or its equivalent.

No fee shall be charged to the offender for removal of the ignition interlock device.

Records and Reporting:

The service provider shall be subject to announced or unannounced site reviews for the purpose of inspecting the facilities and offender records. Access to all service provider locations, records, and financial information shall be provided to any member of the Commission staff for the purpose of verifying compliance with state law, Commission regulations, and the service provider agreement.

In accordance with federal confidentiality guidelines, all personal and medical information provided to the service provider regarding offenders shall be kept confidential, maintained in individual offender files and secured within a lockable filing cabinet at the offender's service center. This filing cabinet shall remain locked during any period that the service center is unattended by a service provider employee.

Within 24 hours of installing an interlock, the service provider will provide the ASAP with an installation report that includes:

1. The name, address, and telephone number of the offender;
2. The owner, make, model, year, vehicle identification number, license plate number, and registration information of the motor vehicle;
3. The serial number of the ignition interlock device installed.

Within 24 hours after performing a monitoring/calibration check, the service provider shall submit to the local ASAP all data generated to include:

1. Name of the offender whose device was monitored.
2. Name, address, and telephone number of the monitoring official.
3. Date of monitoring/calibration.
4. Motor vehicle make, model, year, identification number, and odometer.
5. Number of miles driven during the monitoring period.
6. Make, model, and serial number of the ignition interlock device.
7. Any change out of the device (handset and/or control box) and reason for the change out.
8. Any data indicating that the offender has attempted to start or drive the motor vehicle with a positive BAC at or above the fail point.
9. Any attempts to alter, tamper, circumvent, bypass, or otherwise remove the device.

10. Any noncompliance with conditions of the ASAP or interlock program.
11. Any offender concerns.
12. All charges incurred for the monitoring visit.
13. Date of next scheduled monitoring visit.

In addition, the service provider must have available monthly reports detailing:

1. All installations during the period covered.
2. All calibrations performed during the period, by date and offender name, detailing any unit replacements made during the monitoring period.
3. All data logger information from each ignition interlock device.
4. Any evidence of misuse, abuse or attempts to tamper with the ignition interlock device.
5. Any device failure due to material defect or improper installation.
6. A summary of all complaints received and corrective action taken.

The service provider shall be responsible for purchasing and providing necessary computer hardware and software to convey all data and information requested by the Commission if such equipment is not already present at the Commission office or local ASAP.

Reports shall be submitted to the local ASAP in the format specified by the Commission on VASAP.

Proposal Requirements:

Potential service providers should submit detailed information indicating their acceptance of, and ability to comply with, the requirements contained within this request for proposals. It should be noted that the content of this Request for Proposal is subject to change pending the adoption of new ignition interlock regulations or changes to the Virginia Code. Any proposed exceptions to the requirements of this Request for Proposal, as well as any proprietary information, should be clearly marked in the proposal. The proposal should be typed on pages (8 ½"x 11") with a font size no smaller than 10 pitch and include:

1. A letter identifying the service provider and contact person.
2. A proposed schedule for establishment of service centers, personnel requirements, etc.
3. A description of the organization of the service provider that would service the Commonwealth, including reporting and technical responsibilities and descriptions of other ignition interlock programs currently serviced.

4. A statement of financial viability of the service provider indicating its capability to perform the requirements of the contract.
5. Three references including title, address, and telephone number from ignition interlock programs currently being serviced by the service provider.

Oral Presentation:

Potential service providers who submit a proposal in response to the request for proposals may be required to give an oral presentation and demonstration to a selection committee. The Executive Director of the Commission on VASAP will schedule a time and location if any such presentation is necessary.

Awards:

Awards will be executed with the service provider or service providers deemed to be qualified to achieve the goals of the interlock program. The award(s) will be made by evaluating the documents submitted by the service providers as specified above as well as any other information the Commission deems relevant. In addition, consideration will be given to the ability of the service provider(s) to deliver a comprehensive program for the Commonwealth of Virginia.

The award document will be a contract incorporating by reference all of the requirements, terms and conditions of the request for proposal, Commission regulations, Code of Virginia and the proposer's offer as negotiated.

Submission Instructions and Deadlines:

The original and five (5) copies of the proposal must be submitted to the address below no later than 5:00 p.m. on May 1, 2012. Any proposal received after that date and time will not be considered. It is the service provider's responsibility to ensure that proposal packages are received by the time and date indicated. Proposals will only be received via mail or hand-delivery. E-mail or faxing of proposals is not permitted.

Proposals shall be submitted in the following format: Enclosed in a sealed envelope with the wording "Response to Ignition Interlock Solicitation".

Attn: Christopher B. Morris
Commission on VASAP
701 E. Franklin Street, Suite 1110
Richmond, VA 23219

Additional information and questions related to the proposal will be accepted in writing, via fax at (804) 786-6286, or via E-Mail at cmorris.vasap@state.va.us between 8:30 a.m. and 5:00 p.m. EST Monday through Friday.