

**DELAWARE DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS**



**Delaware Department
of Transportation**

CONTRACT Nos: 1664-1665

**IGNITION INTERLOCK DEVICE (IID)
INSTALLATION AND MONITORING SERVICES**

DELAWARE DEPARTMENT OF TRANSPORTATION

PROPOSAL DUE DATE/TIME: Thursday, August 29, 2013 - 3:00 P.M.

Request for Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19903 by **3:00 p.m.** (Local time) on proposal due date shown above.

Original Issue: August 8, 2013

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Glossary Of Terms

"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.

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

"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.

"DelDOT" is the Delaware Department of Transportation.

"Department" is the Delaware Department of Transportation.

"DMV" is the Delaware Division of Motor Vehicles.

"Fail point" means the point at which the breath alcohol level of 0.05% 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.

"Ignition interlock device" (IID) shall mean ignition equipment approved by the Division of Motor Vehicles, designed to prevent a motor vehicle from being operated by a person who has consumed alcoholic beverages.

"IID Standards" -- The Division of Motor Vehicles shall establish the required calibration settings and shall provide standards for the certification, installation, setting, repair and removal of the IIDs.

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

"Offender" means a person whose license or driving privileges have been revoked for violating 21 Del. C. §4177 of the Delaware Code.

"Participant" means an offender who is eligible to and does participate in the Ignition Interlock Program pursuant to this section.

"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 a legal entity which the Division of Motor Vehicles finds complies with the requirements and is therefore approves to install IIDs on participants' motor vehicles.

"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.

Acronyms

The follow is a list of acronyms that are used within this document:

BAC	Blood Alcohol Content
DelDOT	Delaware Department of Transportation
DDOJ	Delaware Department of Justice
DMV	Division of Motor Vehicle
DUI	Driving Under The Influence
FBI	Federal Bureau of Investigation
FOE-IID	First Offense Election – Ignition Interlock Device
IID	Ignition Interlock Device
NHTSA	National Highway Traffic Safety Administration
NTP	Notice to Proceed
RFP	Request for Proposals

REQUEST FOR PROPOSALS

IGNITION INTERLOCK DEVICE (IID) INSTALLATION AND MONITORING SERVICES

1. OVERVIEW AND AUTHORITY

1.1 Purpose

The Delaware Department of Transportation's Division of Motor Vehicles (DMV) is seeking up to two (2) responsible SERVICE PROVIDERS to supply Ignition Interlock Device (IID) installation and monitoring services to offenders that have been convicted of Driving Under the Influence (DUI) while in possession of a drivers license issued by the State of Delaware.

1.2 Intent

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide IID Installation and monitoring services. The DMV shall provide the required calibration settings and standards for the certification, installation, setting, repair, and removal of the IIDs. The selected SERVICE PROVIDER(S) shall furnish all materials and labor to satisfy the DMV's need for the IID Program.

The selected SERVICE PROVIDER(S) will be required to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services/products. The selected SERVICE PROVIDER(S) shall have convenient locations and operating times for clients in each of the three (3) counties in Delaware. Upon award, this agreement shall be for a three (3) year term, with the option for one (1) two-year extension if mutually agreeable to both parties.

1.3 Scope

This document contains general information relating to the procedural requirements in the preparation of proposals to the Department performance requirements and SERVICE PROVIDER(S) characteristics which must be met in order for a proposal to receive consideration. This document should not be considered an all-inclusive list of SERVICE PROVIDER(S) responsibilities, existing functionalities, stakeholders, and requirements. The SERVICE PROVIDER(S) shall be responsible for any liability or cost incurred in connection with responding to this Request for Proposal. All SERVICE PROVIDER(S) shall fully bear the costs associated with pre-contract activities including but not limited to proposal preparation, negotiations, and/or proposed contracts.

1.4 Authority

This Request for Proposals is issued pursuant to 29 Del. C. §6982(b).

1.5 Participation Fees & Compensation

The fee that the SERVICE PROVIDER(S) receives from the participant in the program shall constitute the sole compensation for performing Ignition Interlock Device Program services.

1.6 Administrative Guidelines

All agreements or contracts are exclusively between the SERVICE PROVIDER(S) and the participant. The Department is not a party to any agreement or contract between the SERVICE PROVIDER(S) and the customer/agency. Both the SERVICE PROVIDER(S) and the participant are expected to be fully familiar with the DMV's requirements for participation in the above referenced programs.

1.7 Inquiries

All requests, questions, or other communications about this RFP shall be made in writing. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the SERVICE PROVIDER(S). The SERVICE PROVIDER(S) should rely only on written statements issued by the RFP designated contact.

All inquiries concerning this RFP should be emailed and must be submitted to:

Wendy B. Henry, Contract Administration
Delaware Department of Transportation
wendy.henry@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

All questions will be consolidated into a single set of responses and posted as an addendum on the State's website at www.bids.delaware.gov. SERVICE PROVIDER(S) names will be removed from questions in the responses released. Questions should be submitted in the following format.

- Section number
- Paragraph number
- Page number
- Text of passage being questioned
- Question

1.8 Confidentiality and Integrity of Data

The Department is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department.

Submission of a response to this Request for Proposal (RFP) indicates the SERVICE PROVIDER(S) understands its employees, individually, may be required to sign a CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT prior to beginning any work.

Any and all Department information, knowledge, or data accessed by the SERVICE PROVIDER(S), or provided to the SERVICE PROVIDER(S) by the Department is confidential and the property of the State of Delaware. The SERVICE PROVIDER(S) will not directly or indirectly disclose or use it for purposes unrelated to the agreement at any time without first obtaining the written consent of the Department, unless the information, knowledge, or data is generally available to the public.

1.9 Security

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of the State's Information Technology (IT) infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. The SERVICE PROVIDER(S) must guarantee that any systems or software provided by the SERVICE PROVIDER(S) is free of the vulnerabilities listed in that document.

1.10 Cyber Security Liability

It shall be the duty of the SERVICE PROVIDER(S) to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. SERVICE PROVIDER(S)' agreement shall not limit or modify liability for information security breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to SERVICE PROVIDER(S) all damages, costs and expenses caused by such information security breaches that have not been previously paid to SERVICE PROVIDER(S).

1.11 Compliance with the Law

It is the responsibility of the SERVICE PROVIDER(S) to give all notices and to obtain all permits and licenses, and to remit all taxes as required to perform work in the State of Delaware.

The SERVICE PROVIDER(S) must comply with all federal, state, and municipal legislation which may have application to any future work or performance of a contract.

The SERVICE PROVIDER(S) must comply with all state and federal legislation affecting conditions of work and wage rates, including any Delaware Employment Standards Act and/or Workers Compensation Act, or any other laws that impose obligations in the nature of employers' obligations.

1.12 Right to Amend

The Department reserves the right to amend or supplement this RFP, giving equal information and cooperation by way of an issued addendum to all SERVICE PROVIDER(S) as a result of any such amendment.

1.13 Liability for Errors

While the Department has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for SERVICE PROVIDER(S).

The information is not guaranteed or warranted to be accurate by the Department nor is it necessarily comprehensive or exhaustive.

SERVICE PROVIDER(S) acknowledge and understand that it is their responsibility to obtain clarifications concerning this RFP through the Questions and Answers process prior to the date listed in Section 1.16, and that failure to understand the terms of the RFP will not be considered a valid reason for any resulting non-compliant rating.

1.14 Use of the RFP

The RFP document or any portion thereof may not be reproduced or used for any purpose other than the preparation of proposal submissions by the SERVICE PROVIDER(S).

1.15 SERVICE PROVIDER(S)'s Expenses

SERVICE PROVIDER(S) are solely responsible for any expenses they incur in preparing, delivering or presenting a response to this RFP, and for subsequent negotiations with the Department, if any.

1.16 Anticipated RFP Action Dates

Action	Date	Local Time
RFP Advertisement	8/08/13	8:00 a.m.
Final Date to Submit Questions	8/22/13	4:30 p.m.
RFP Submissions Due	8/29/13	3:00 p.m.
Anticipated Award	9/16/13	4:30 p.m.

1.17 Terms and Conditions

- 1.17.1 Submission of a proposal in response to this RFP indicates acceptance of all of the terms and conditions contained herein.
- 1.17.2 The proposal submitted by the selected SERVICE PROVIDER(S) will become a part of the contract. The proposal must be valid for a minimum of one-hundred-twenty (120) days from the RFP due date.
- 1.17.3 By submitting a proposal, the proposing SERVICE PROVIDER(S) agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and any employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the SERVICE PROVIDER(S)'s, its agents' and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims, or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.
- 1.17.4 The selected SERVICE PROVIDER(S) will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected SERVICE PROVIDER(S)'s response to this RFP will be incorporated as part of any formal contract.
- 1.17.5 The successful firm is not to begin any service prior to receipt of a written Notice To Proceed (NTP) from the Department's Division of Motor Vehicles. The proposals submitted by the successful firm become a part of the contract.
- 1.17.6 If the SERVICE PROVIDER(S) to whom the award is made fails to enter into the Agreement as herein provided, the award will be annulled, and an award may be made to another SERVICE PROVIDER(S). Such SERVICE PROVIDER(S) shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- 1.17.7 **Insurance** - The Offeror recognizes that it is operating as a SERVICE PROVIDER and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the SERVICE PROVIDER(S)'s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the SERVICE PROVIDER(S) in their negligent performance under this contract.
 - 1.17.7.1 The SERVICE PROVIDER(S) shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations

under this contract. The SERVICE PROVIDER(S) and its officers, employees, or agents are independent SERVICE PROVIDER(S) and are not employees of the State of Delaware.

1.17.7.2 The selected SERVICE PROVIDER(S) shall secure and furnish the Department a certificate of insurance evidencing General Liability, Property Damage, Worker's Compensation, and Automobile insurance coverage from an insurance company authorized to do business in the State of Delaware. The State of Delaware- Department of Transportation shall be named a certificate holder on the certificates of insurance. By signing and submitting a proposal under this solicitation, the SERVICE PROVIDER(S) certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded.

1.17.7.3 During the term of this contract, the SERVICE PROVIDER(S) shall, at its own expense, carry insurance minimum limits as follows:

Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, and;

Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

1.17.7.4 The successful SERVICE PROVIDER(S) shall, in addition to the above coverage's, secure at its own expense the following coverage:

Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and;

\$25,000 as to property damage to others.

1.17.7.5 The SERVICE PROVIDER(S) shall provide a certificate of insurance as proof that the required insurance has been obtained. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The DMV shall be named as certificate holder with the certificate sent to the address that follows:

**State of Delaware
Department of Transportation/DMV
800 Bay Road
Dover, DE 19901**

The insurance agency shall provide the Department with 30 days notice in the event the policy is canceled or not renewed.

Note: The State of Delaware shall not be named as an additional insured.

1.17.8 Notwithstanding the information contained above, the successful SERVICE PROVIDER(S)(S) shall indemnify and hold harmless the State of Delaware, the

Delaware Department of Justice (“DDOJ”), and its employees from contingent liability to others for damages because of bodily injury, including death, that may result from the successful SERVICE PROVIDER(S)’s negligent performance under this contract, and any other liability for damages for which the successful SERVICE PROVIDER(S) is required to indemnify the State, the DDOJ and its employees under any provision of this contract.

- 1.17.9 **Performance Requirements** - The selected SERVICE PROVIDER(S) will warrant that it possesses, or has arranged through subcontractor(s), all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- 1.17.10 This RFP (including any written questions and Department responses), the executed contract between the successful SERVICE PROVIDER(S) and the Department, the SERVICE PROVIDER(S)’s demonstration, and the successful SERVICE PROVIDER(S)’s proposal, shall constitute the Contract between the Department and the SERVICE PROVIDER(S). In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the latter: Contract, RFP (including written questions and answers), any addenda to the RFP, and then the selected SERVICE PROVIDER(S)’s proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the SERVICE PROVIDER(S).
- 1.17.11 The laws of the State of Delaware shall apply, except where federal law has precedence. The selected SERVICE PROVIDER(S) consents to jurisdiction and venue in the State of Delaware.
- 1.17.12 The selected SERVICE PROVIDER(S) must have a valid Delaware business license in order to receive payment for services.
- 1.17.13 In performing the services subject to this RFP, the SERVICE PROVIDER(S) agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful SERVICE PROVIDER(S) shall comply with all federal and state laws and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract. With respect to work provided to or conducted for the state by a SERVICE PROVIDER(S), the SERVICE PROVIDER(S) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State by the SERVICE PROVIDER(S), or any of its subcontractor(s).
- 1.17.14 The SERVICE PROVIDER(S) shall follow practices consistent with generally accepted professional and technical standards.

- 1.17.15 The SERVICE PROVIDER(S) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department and are consistent with practices utilized by, or standards promulgated by State of Delaware.
- 1.17.16 If any service, product, or deliverable furnished by a SERVICE PROVIDER(S) does not conform to Department standards or general practices, the SERVICE PROVIDER(S) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to Department standards or practices
- 1.17.17 The successful SERVICE PROVIDER(S) certifies that it has not employed or retained any company or person other than a bona fide employee working for the successful SERVICE PROVIDER(S), to solicit or secure the contract and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this contract.
- 1.17.18 For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful SERVICE PROVIDER(S) must comply is the degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this state.
- 1.17.19 If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
- 1.17.20 The selected SERVICE PROVIDER(S) is prohibited from divulging any information attained during the work activities for the Department.
- 1.17.21 Every team member of the successful SERVICE PROVIDER(S) that shall require access to the State of Delaware or Department networks must complete a criminal background check, and sign and comply with the computer acceptable use, security and confidentiality policy. The Department will make the final determination of granting network access.
- 1.17.22 The Department reserves the right to annul any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to

respond, and the general conditions and specifications which are part of these proposals, or in any case of any attempt to impose upon the Department services of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Department to damages for the breach of any covenants of the Contract by the SERVICE PROVIDER(S).

1.17.23 Should the selected SERVICE PROVIDER(S) fail to furnish any item or items, or fail to complete the required work included in the contract, the Department reserves the right to withdraw such items or required work from the operation of the Contract without incurring further liabilities on the part of the Department.

1.17.24 The Department may terminate the contract any time upon 30 days written notice to the SERVICE PROVIDER(S).

1.18 Debarment or Suspension

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including SERVICE PROVIDER(S) currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

2. IGNITION INTERLOCK DEVICE PROGRAMS

2.1 Project Objectives

The Ignition Interlock Device (IID) Program is authorized by 21 Del. C. §4177F. The purpose of an Ignition Interlock Device 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.

DUI Programs must be self-supporting. A schedule of anticipated revenues must be presented in sufficient detail to reasonably assure that the program will be able to support its operation out of client fees. The current fees for the Ignition Interlock Program, as established by DMV, are \$70.00 for installation, \$30.00 deposit (refunded when the device is removed), and a \$75.00 per month monitoring fee. While there is an assumption that all clients will have to pay for the services they received, the proposed fee structure should reflect the reality that not all offenders will be able to pay the full fee for the service. Therefore, based on DMV legislation, one device is expected at half price for every twenty devices installed at full price.

The Division of Motor Vehicles (DMV) currently has 2 programs available for the Ignition Interlock Device: First Offense Election - Ignition Interlock Device (FOE-IID) Diversion and a mandatory Ignition Interlock Device (IID) program for subsequent offenders. An Ignition Interlock Device (IID) license cannot be issued until the participant has met the minimum qualifications.

2.2 First Offense Election - Ignition Interlock Device (FOE-IID) Diversion

At the time of arraignment in court, the driver may elect to apply for enrollment in the First Offender Program if he/she has never had a previous or prior conviction or offense for driving under the influence. If a person has accepted the first offense election and has taken a chemical test, he/she may also elect at that time to participate in the First Offense Election - Ignition Interlock Device (FOE-IID) Diversion program as part of his/her probation. The person must hold a valid Delaware license at the time of offense in order to qualify for this program.

After election of the First Offense Election - Ignition Interlock Device (FOE-IID) Diversion the driver may apply for an Ignition Interlock Device (IID) license under the following terms:

1. Provide proof of enrollment in a course of instruction and/or rehabilitation as designated by the court and pay all associated fees related to the course.
2. At least one month to 45 days (depending on the BAC) has elapsed since the day the revoked license was received by the Division.
3. Complete an Ignition Interlock Program application.
4. Provide proof of insurance for the vehicle to which the Ignition Interlock Device is to be installed.
5. Your driver's license and/or privileges are not revoked for another violation that would prohibit the issuance of an Ignition Interlock Device (IID) license.

2.2.1 Any person who elects the FOE-IID Diversion program must remain on the Ignition Interlock Device license for 5 months from the date of issuance of the IID license. Prior to reinstatement, the Division must have received a satisfactory program completion.

2.3 Mandatory Ignition Interlock Device (IID) Program

Any person who has been convicted of a first or subsequent driving under the influence of alcohol charge may be required to have an Ignition Interlock Device installed on all vehicles owned by the offender.

The offender must have had a valid Delaware license at the time of the offense in question. Provide proof of enrollment in a course of instruction and/or rehabilitation as designated by the court and pay all fees associated with the course.

1. The license must be surrendered to the Division of Motor Vehicles prior to the installation of the IID.
2. For a first offense the license must be revoked for one month to 45 days (depending on the BAC) to the installation of the IID. For subsequent offenses, the license must be revoked for 12 months prior to installation of the IID.
3. Complete an Ignition Interlock Program application.
4. The offender's driver's license and/or privileges are not revoked for another violation that would prohibit the issuance of an IID license.
5. You must have a favorable Character Background Review by the Division of Motor Vehicles.

- 2.3.1 Any person who is convicted of a first offense *may* be required to have the IID installed on all vehicles registered in his/her name one month from the effective date of the revocation.
- 2.3.2 Any person who is convicted of a subsequent offense *must* have the IID installed on all vehicles registered in his/her name 12 months from the effective date of the revocation.
- 2.3.3 Prior to reinstatement, the Division must have received a satisfactory program completion. At that time, the Division will then authorize removal of the IID. Even if the entire period of revocation is served, the IID must still be installed on all vehicles owned by the offender for a minimum period of 3 months prior to reinstatement. The Division will then authorize removal of the IID. Even if the entire period of revocation is served, the IID must still be installed on all vehicles owned by the offender for a minimum period of 3 months prior to reinstatement or a minimum period of 6 - 48 months, depending on when the offense occurred.

2.4 Information on Delaware's Driver Services can be found at:

http://www.dmv.de.gov/services/driver_services/driver_svcs.shtml

3. IID Requirements

- 3.1 All ignition interlock devices used pursuant to by 21 Del. C. §4177.
- 3.2 The DMV shall maintain a list of approved ignition interlock devices. Each service provider seeking to contract with the DMV 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.
- 3.3 The manufacturer or service provider shall provide to the DMV, for distribution, 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.
- 3.4 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.
- 3.5 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.

3.6 Specifications - 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:

- 3.6.1 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. The accuracy will be determined by analysis of an external standard generated by a reference sample device.
- 3.6.2 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. The startup set point for the interlock device shall be an alcohol concentration of 0.030g/210 liters. A correlation of 95% will be considered reliable precision; 95 of 100 times the device must respond to, detect, and prevent the motor vehicle engine from operating when the operator has an alcohol concentration of 0.030g/210 liters or greater.
- 3.6.3 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.
- 3.6.4 The ignition interlock device shall indicate when a sufficient sample of breath has been collected and shall indicate this by audible or visual means.
- 3.6.5 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.
- 3.6.6 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.
- 3.6.7 The ignition interlock device shall lock out an offender when a BAC at or above the fail point is detected.
- 3.6.8 The ignition interlock device shall have the ability to prevent the normal operation of the motor vehicle by an offender who fails to retest.
- 3.6.9 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.

- 3.6.10 The ignition interlock device shall automatically purge alcohol before allowing subsequent analyses.
- 3.6.11 The ignition interlock device shall issue a warning of an impending lockout.
- 3.6.12 The ignition interlock device shall be capable of random retesting and timed retesting.
- 3.6.13 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.
- 3.6.14 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.
- 3.6.15 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.
- 3.6.16 The ignition interlock device shall be capable of recording and providing evidence of any actual or attempted tampering, alteration, bypass, or circumvention.
- 3.6.17 The ignition interlock device shall meet the requirements of accuracy discussed in Section 3.6.2 when used at ambient temperatures of -20 degrees Celsius to 83 degrees Celsius.
- 3.6.18 The ignition interlock device shall operate up to altitudes of 2.5 km above sea level.
- 3.6.19 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.
- 3.6.20 The operation of the ignition interlock device shall not be affected by normal fluctuations of power source voltage.
- 3.6.21 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 DMV.

3.7 All ignition interlock devices that have been approved by the DMV shall have affixed a warning label with the following language: "Any individual tampering, circumventing, or misusing this device shall be subject to prosecution and/or civil liability."

3.7.1 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 DMV a prototype of the warning label for approval.

3.8 For initial startup of the motor vehicle:

3.8.1 The ignition interlock device shall enable the ignition relay after the successful completion of a breath alcohol test.

3.8.2 The device shall allow two minutes to elapse between the time the ignition is enabled and the start of the motor vehicle.

3.8.3 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.

3.8.4 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.

3.8.5 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.

3.8.6 If the ignition interlock device is not reset within five days, a permanent lockout will occur.

3.9 Curbside Assistance - To thwart curbside assistance, after passing the test allowing the engine to start, the ignition interlock device shall require a second test within a randomly variable interval. A rolling retest feature is required for all ignition interlock devices, and must allow for the following:

3.9.1 An ignition interlock device shall require a rolling retest within the first 5-15 minutes after the start of the motor vehicle and randomly thereafter at intervals not to exceed 45 minutes from the previously requested test for the duration of travel.

3.9.2 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.

3.9.3 A free restart shall not apply if the ignition interlock device was awaiting a rolling retest that was not delivered.

- 3.9.4 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.
- 3.9.5 Once the vehicle has been turned off, all pre-start requirements shall become applicable.
- 3.9.6 The violations reset message shall instruct the offender to return the ignition interlock device to the service provider for servicing within five days.
- 3.9.7 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 DMV and the service provider.

3.10 Anticircumvention - The device shall be designed so that those anticircumvention features will be difficult to bypass. Anticircumvention provisions shall include, but not be limited to, prevention or preservation of evidence of cheating by attempting to use bogus or filtered breath samples or bypassing the breath sampling requirements of the device electronically. The following anticircumvention provisions also apply:

- 3.10.1 The device may use special seals or other methods that record attempts to bypass anticircumvention provisions
- 3.10.2 The device shall be checked for evidence of tampering at least once every 60 days or more frequently if the need arises.
- 3.10.3 When evidence of tampering is discovered, the DMV DUI Coordinator and/or authority shall be notified in writing.

3.11 Ignition Interlock Device Installation - No offender who has a case pending in the court system shall have an interlock installed in Delaware unless enrolled in, and monitored by, the program in the area where the case originated. Prior to installation of the interlock device, the vendor must receive written authorization from DMV via fax, e-mail, or online service. Offenders are permitted 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.

- 3.11.1 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 DMV. 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 DMV. 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 DMV 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.

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

3.11.3 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.

3.11.4 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.

3.12 An oral, written, or video orientation to the ignition interlock device will be developed and delivered by the service provider to the Participant 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.

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

3.14 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 Participant 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.

3.15 At the time of device installation, a service provider may charge an installation fee. The SERVICE PROVIDER(S) shall establish a payment plan for participants. The plan shall be administered by the SERVICE PROVIDER(S) and the participant shall make all payments under the plan to the service provider. The SERVICE PROVIDER(S) shall further develop and implement an indigent plan for impoverished persons, which shall be available on a lottery basis. For every 20 devices installed at regular prices, at least 1 device shall be provided at approximately half price under this program.

3.16 Fees - The initial payment will include the initial deposit, installation fee, and the first month's monitoring and calibration. The initial payment, therefore, shall not exceed \$175.00 and the bi-monthly payment shall not exceed \$150.00. The Division may increase the minimum amount by regulation. Any taxes due shall be payable to minimum amounts at the time of each payment.

3.16.1 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 DMV.

3.16.2 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 DMV, 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.

3.17 Indigent Plan - The manufacturer or service provider must provide indigent service to those offenders who are eligible for a reduction in fees based upon a declaration of being impoverished by the court and approval of the DMV.

3.17.1 No later than the first service appointment, the participant 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.

3.18 Calibration and Monitoring Visits - The participant 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 DMV 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 DMV any violation within 24 hours of servicing.
- 3.18.1 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.
 - 3.18.1.1 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.
 - 3.18.1.2 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.
 - 3.18.2 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 \$75.00 per month. Service providers shall not be permitted to vary their fees from the amount established by the DMV. A portion of these fees shall include costs for offender indigent funds.
 - 3.18.3 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 DMV, other reasonable fees may be permitted for returned checks, missed appointments, etc.
 - 3.18.3.1 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.
 - 3.18.3.2 Service providers are not allowed to require monthly calibration dates of a shorter duration than those required by the Delaware code.
- 3.19 Ignition Interlock Device Removal** - Prior to removal of the ignition interlock device, the service provider must receive written authorization from the DMV.
- 3.19.1 Participants may not have their ignition interlock device removed or replaced by another manufacturer or service provider without written authorization from the DMV. If, at the time of removal, the service provider notices any blood alcohol

content readings at or above .05 they are to notify the DMV for approval before the removal is made.

- 3.19.2 Under no circumstances shall a participant observe the ignition interlock removal process.
- 3.19.3 Once the interlock has been removed, the service provider will send an authorized removal report to the DMV 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 DMV, the participant will be notified that they have successfully completed the interlock requirements.
- 3.19.4 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, pre-installation 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.
- 3.19.5 No fee shall be charged to the offender for removal of the ignition interlock device.

3.20 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 DMV staff for the purpose of verifying compliance with state law, Delaware regulations, and the service provider agreement.

3.21 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.

3.21.1 Within 24 hours of installing an interlock, the service provider will provide the DMV 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.

3.21.2 Within 24 hours after performing a monitoring/calibration check, the service provider shall submit to the DMV 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 DMV or interlock program.
11. Any offender concerns.
12. All charges incurred for the monitoring visit.
13. Date of next scheduled monitoring visit.

3.21.3 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.

3.21.4 The service provider shall be responsible for purchasing and providing necessary computer hardware and software to convey all data and information requested by the DMV if such equipment is not already present at the DMV. Reports shall be submitted to the DMV Coordinator in the format specified.

4. PROPOSAL INFORMATION

4.1 Proposal Documents

By responding to this Request for Proposal, the SERVICE PROVIDER(S) hereby grants DelDOT a license to distribute, copy, print, or translate the submission for the purposes of the evaluation and any subsequent contract. Any attempt to limit DelDOT's right in this area may result in rejection of the submission.

4.2 Submission of Proposals

The Department shall receive sealed proposals at the Delaware Department of Transportation Administration Building on the Danner Campus until the **PROPOSAL DUE DATE/TIME** shown on the front cover of this RFP. It is the proposer's responsibility to deliver the proposal to the Department on time. Facsimile responses are not acceptable. Proposals are to be delivered in sealed envelopes containing the

name of the proposer on the outside, and be clearly marked on the outside: **“1664-1665 IID System Implementation and Monitoring”**.

Proposals are to be delivered by hand or courier to: Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19901. ([directions](#))

It is the SERVICE PROVIDER(S)’s obligation to make sure proposals arrive on time. Late proposals will be returned.

4.3 Changes to Initial Proposal

The SERVICE PROVIDER(S) may change a previously submitted initial proposal by withdrawal, amendment, or submission of a replacement if done prior to the RFP due date and time. The information or request should be submitted in writing on company letterhead or equivalent and contain the signature(S) of the person(S) who submitted the original proposal. SERVICE PROVIDER(S) must indicate on the outside of the envelope that the proposal contained within replaces and takes the place of a previously submitted proposal or part thereof. SERVICE PROVIDER(S) shall clearly indicate that it is their intent is to withdraw a previously submitted proposal prior to the RFP closing. Requests to withdraw a proposal may require a confirmation email or facsimile.

4.4 Proposal Due Date/Time – 3:00 p.m. Thursday, August 29, 2013 (local time)

Responses to this Request for Proposals are to be delivered to the address indicated in Section 4.2 by this date and time. The Department’s time shall be the official time.

4.5 Extensions

The Department may extend the time and place for the receipt of proposals, on not less than two (2) calendar day’s notice, by posting such notice on the [Website](#)

4.6 Delaware’s Freedom of Information Act

In order to comply with the State of Delaware’s Freedom of Information Act, firms responding to this Request for Proposal are *encouraged* to prepare one (1) electronic copy of their proposal with any proprietary or confidential information redacted. This copy should be clearly marked as “Redacted Copy”. Copies of each proposal may be kept as part of the agency file and open to inspection by any person permitted by law. Firms should review Delaware’s Freedom of Information Regulations, section 6, Requests for Confidentiality, on the DelDOT Website <http://regulations.delaware.gov/AdminCode/title2/2000/2100/2101.shtml#TopOfPage> and Section 10002(g) “Public Record” of the Delaware Code, <http://delcode.delaware.gov/title29/c100/index.shtml> to determine what information may be considered proprietary or confidential and may be redacted from the proposal.

4.7 Submitted Copies

An original and five copies of the Proposal must be submitted. An authorized representative of the company submitting a proposal must sign the proposal. Notification of the proposal award and all communications will be made by e-mail.

Along with the above mentioned submitted copies, please submit one (1) CD in standard Office format.

4.8 Proposal Rejection

Failure to follow instructions contained in this document may be cause for rejection of submitted proposals. A proposal may be rejected by the Selection Committee for one or more of the following reasons:

- The SERVICE PROVIDER(S) is determined to be non-responsive or non-responsible,
- The proposal is unacceptable,
- The proposal is not advantageous to the State.

4.9 Proposal Submission Details

The SERVICE PROVIDER(S) shall submit an “original” (so marked) and five (5) hard copies of the proposal. In addition to the hard copies of the proposal, the SERVICE PROVIDER(S) shall submit one complete and exact copy of the entire proposal on CD-ROM in standard office format.

- 4.9.1 Evaluation of proposals is made easier and more efficient when SERVICE PROVIDER(S) respond in a similar format. The following is the format and sequence the Department recommends to be followed in order to provide consistency in SERVICE PROVIDER(S)’s responses and to ensure proposals receive full and equal consideration.
- 4.9.2 All pages of a submission should be consecutively numbered. All proposals must be bound with documents 8.5”x11” in 12pt font with the name and address of the SERVICE PROVIDER(S) and the RFP number clearly written on the face of the binder. There are no limitations on the number of pages, with the exception of resumes, which should be limited to two (2) pages for each individual resume.
- 4.9.3 The SERVICE PROVIDER(S) or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. A SERVICE PROVIDER(S) may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

4.10 The RFP Submittal shall contain the following sections:

- 4.10.1 **Cover Page** – The proposal must contain a Cover Page, showing the RFP number, SERVICE PROVIDER(S)'s name and address, the contact person, title, contact person's telephone number, fax, and email. The Cover Page (one page) will serve as a letter of introduction and should identify the SERVICE PROVIDER(S). It must be signed by the person(s) authorized to sign to commit the company the company to the technical solution and proposed cost. SERVICE PROVIDER(S) to statements made in the proposal.
- 4.10.2 **Table of Contents** - Table of Contents including Section Numbers with page numbers.
- 4.10.3 **Section 1 - Statement of Understanding** - State in succinct terms your understanding of the service required by this RFP. Provide detailed description of the services to be provided and a list of the deliverables.
- 4.10.4 **Section 2 - Key Staff** – Provide an organizational chart and a description of your project team. This should include a description of each key person including where each key staff member is physically located, their responsibility on this project and how long each person has been with your company. Identity of the liaison who will work closely with the interlock program staff member representing DMV.
- 4.10.5 **Section 3 - Experience** – Provide a description of (minimum of three projects) past experience in providing the required service. In addition, please provide the following:
1. Service provider's staff that is trained and certified to properly install and maintain devices.
 2. Details on certification/licensing obtained by technicians working at the service centers.
- 4.10.6 **Section 4 - Technical Approach** – Provide a detailed description of your approach to delivering the required services that includes:
1. Plan for ensuring the DMV interlock program staff member to will receive accurate and timely notifications of infractions (i.e. a detailed report to include violations).
 2. Locations and operating times for service centers located in each of the three (3) counties in Delaware.
 3. De-certification strategy for service centers who fail to comply with state rules and regulations
 4. A listing of current equipment which will be certified acceptable by DMV.
 5. Accountability and use of fair business practices for those service providers who have been designated as installers.

6. A look at how SERVICE PROVIDER deals with tampering and circumvention.
7. A “Notice of intent to modify” procedure if necessary.

In addition, the selected SERVICE PROVIDER(S) must submit a detailed description of how the offer will provide each of the products outlined in this RFP to include maintenance, warranty, and calibration requirements. Descriptions of any enhancements or additional services or qualifications the offer will provide that are not mentioned in this RFP may also be provided.

- 4.10.7 **Section 6 - Training Support & Documentation** – Provide a detailed description of your approach and experience with providing training to support the products you propose. Provide information on the staff member(s) that will be providing this service, citing their experience in providing training of similar types to other agencies or organizations.
- 4.10.8 **Section 7 - References** – Provide a minimum of three references to document the firm’s experience on similar projects including type of services provided, installation locations, and references. For each project description referenced, please include a reference name, phone number, and email address. References should not be older than 5 years from the date of completion. Please provide a list of the key staff members that worked on each project and their role.
- 4.10.9 The Department reserves the right to reject unqualified solutions or SERVICE PROVIDER(S) based on the qualification submission. The determination will be based on the references and solution as provided. The Department may request additional clarification in making its determination.

5. SELECTION AND AWARD

5.1 Selection

In accordance with the Department’s procurement procedure 3.3.2.4, the Selection committee shall base its selection on the above listed Criteria utilizing only the submitted responses to the Request for Proposals. The Department retains the right to contact submitting firms to clarify responses if needed. Selection Committee membership appointments are confidential. The Department’s Professional Services Procurement Manual may be viewed [here](#).

The Selection Committee shall be comprised of State employees and their identity shall remain confidential. SERVICE PROVIDER(S) are reminded that **contact with any DeIDOT employee regarding this RFP, other than as indicated in Section 1.7, may result in SERVICE PROVIDER(S) disqualification.**

The Selection Committee reserves the right to contact other jurisdictions and industry resources that may be able to verify statements made in the proposal submission.

To be eligible for selection, a proposal must be received prior to the deadline and properly signed by an individual authorized to commit the company to the conditions and costs associated with the response.

5.2 RFP Evaluation

The Selection Committee shall determine the firms that meet the minimum requirements pursuant to criteria of the RFP. Only those that meet the minimum requirements will be scored. The Committee may, at its discretion, contact submitting firms for clarification of their proposals. The Committee shall review all proposals and may review in-depth only those proposals found to be most reasonably likely to be selected for award.

The Selection Committee may, at its discretion, terminate negotiations with any or all firms.

5.3 Evaluation Criteria

Major factors/criteria for the selection are listed below with the weight assigned by percent for each element to be evaluated in the submitted proposals:

Category	Percentage (%)
IID Program	40%
Organizational Information	25%
IID Requirements	15%
Confidentiality	10%
Presentation Of Material	10%
Maximum Score	100%

5.3.1 The following is provided to offer an understanding of components for each criterion:

5.3.1.1 **IID Program** - This section shall address each SERVICE PROVIDER(S)'s ability to meet the specifications as detailed in the RFP to and experience providing the required products, citing a minimum of three (3) projects of similar scope and industry for whom the company has provided these products/services, preferably within the last three (3) years to include the date of award and period of performance for each. References from current or past entities your firm has provided similar

services. References should have personal knowledge of your firm, proposed staff and overall performance.

- 5.3.1.2 **Organizational Information** - In this section the SERVICE PROVIDER(S) shall be reviewed on the provided written narrative describing the objectives, program services, staffing, facilities to meet the minimum requirements set forth herein along with a list of proposed product/services.

Sufficient detail shall be provided to demonstrate the SERVICE PROVIDER(S)'s understanding, ability and/or willingness to satisfy all specified requirements.

- 5.3.1.3 **IID Requirements** - The SERVICE PROVIDER(S) shall be reviewed to determine if the submitted proposal provides a demonstrated understanding of IID program and objectives.

- 5.3.1.4 **Confidentiality** - This section shall be scored based on factors that give indication of the ability of the Service Provider to offer a system and reporting method that ensures security of records.

- 5.3.1.5 **Presentation of Material**- This section shall address each SERVICE PROVIDER(S)'s proposal and its ability to completeness of submission to include clarity and readability.

5.4 Scoring

Evaluation rating criteria shall be awarded at the sole discretion of the Selection Committee members.

5.5 Revised Proposals

SERVICE PROVIDER(S) may be asked to amend their proposals to incorporate any requested changes identified in their proposal or during the review process. The Selection Committee will advise a date by which any revised proposals must be received. Failure to submit a revised proposal within that time period will cause the committee to evaluate the original proposal.

The Selection Committee will review revised proposals for understanding and completeness. The Committee may request answers to any questions from one or all SERVICE PROVIDER(S).

5.6 Award

If the Department is not able to come to agreement with the selected SERVICE PROVIDER(S), the Department will end discussions and begin discussions with the next highest selected SERVICE PROVIDER(S) who will then have the same opportunity to enter into a contract with the Department.

Award of the contract will be announced upon successful execution of the contract. All SERVICE PROVIDER(S) submitting proposals will be advised.

5.7 Department Rights

The Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Make no award;
- Issue a new RFP;
- Waive any informalities, irregularities, or inconsistency in proposals received;
- Request modification to proposals from any or all SERVICE PROVIDER(S) during the review and negotiation;
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time;
- Make partial awards;
- Increase or decrease quantities;
- Deny any and all exceptions to the RFP requirements;
- Reject any non-responsive or non-conforming proposals;
- Make any such award as is deemed to be in the best interest of the State of Delaware.

5.8 Disputes

In the event of any disputes during this procurement process, the SECRETARY of the Delaware Department of Transportation (or his/her designee) shall hear all arguments and render a final decision on the controversy that shall be binding on all parties concerned.

6. Applicable Documents

6.1 Reference Documents

All work performed and equipment supplied shall be in conformance with the following reference documents, codes and standards:

- Delaware Code (21 Del. C. Sec. 4177F)
- Delaware Driver Manual
- Federal Register
- National Highway Traffic Safety Administration

Appendix A

SUBMISSION FORM

CONTRACT No. 1664-1665

SUBMISSION FORM

Department of Transportation
Request for Proposal 1664-1665 – Ignition Interlock Device (IID) Installation And
Monitoring Services

Attention: Wendy B. Henry, Contract Administration
Delaware Department of Transportation
800 Bay Road
Dover, DE 19901

We have read Request for Proposal number 1664-1665 and fully understand the intent of the proposal as stated, certify that we have adequate personnel and knowledge to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract.

Non-Collusion: Proposals are made without any previous understanding, contract, or with any person, firm, or corporation making a proposal for the same services, or supplies, or equipment, and is without collusion or fraud.

Date: _____ **Submitted By:** _____

SERVICE PROVIDER(S) Firm: _____

Address: _____

Designated Contact Person: _____

E-Mail: _____ **Phone No.:** _____

Signature of SERVICE PROVIDER(S) Authorized Person: _____

Title of Authorized Person: _____

Printed Name of Authorized Person: _____

Federal E.I. No.: _____

State of DE Business License No.: _____

Proposer is a [state whether Sole Proprietor,
Partnership, Corporation, other]: _____