



**American Association of
Motor Vehicle Administrators**

OUR MISSION

*Serve North American
motor vehicle and law
enforcement agencies
to accomplish their
missions.*

OUR VISION

*Safe drivers
Safe vehicles
Secure identities
Saving lives!*

REQUEST FOR PROPOSAL

No. FY25-292

Update Commercial Driver License (CDL) Test System Audit Curriculum

February 2025

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The American Association of Motor Vehicle Administrators (AAMVA) is a non-profit organization, representing the state and provincial officials in the United States and Canada who administer and enforce motor vehicle laws.

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CONTENTS

1	INTRODUCTION	1
1.1	ENTITY BACKGROUND	1
1.2	PURPOSE.....	1
1.2.1	ADDITIONAL PURPOSE DETAILS.....	2
1.3	MINIMUM QUALIFICATIONS	2
1.3.1	ADDITIONAL PROCUREMENT SPECIFIC QUALIFICATIONS (REQUIRED).....	2
1.4	PERIOD OF PERFORMANCE	4
2	GENERAL INFORMATION	5
2.1	RFP COORDINATOR	5
2.2	ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES	5
2.3	ACCEPTANCE PERIOD	6
2.4	RESPONSIVENESS.....	6
2.5	MOST FAVORABLE TERMS.....	6
2.6	GENERAL TERMS AND CONDITIONS	6
2.7	COSTS TO PROPOSE	6
2.8	NO OBLIGATION TO CONTRACT.....	6
2.9	REJECTION OF PROPOSAL	6
3	SCOPE OF SERVICES AND STATEMENT OF WORK	7
3.1	OVERVIEW AND GENERAL REQUIREMENTS.....	7
4	PROPOSAL INSTRUCTIONS AND EVALUATION PROCEDURE	9
4.1	PROPOSAL CONTENT	9
4.1.1	VOLUME I CORPORATE & TECHNICAL EXPERIENCE	9
4.1.1.1	Volume 1.1 Corporate.....	9
4.1.1.2	Volume 1.2 Technical Solution.....	9
4.1.2	VOLUME II PRICE PROPOSAL	9
4.2	PROPOSAL SUBMISSION.....	10
4.3	PROPOSAL SUBMISSION.....	11
4.3.1	EVALUATION AND CONTRACT AWARD	11
4.3.2	EVALUATION PROCEDURE.....	11
5	RFP EXHIBITS.....	12
5.1	EXHIBIT B: CERTIFICATIONS AND ASSURANCES.....	12
5.2	EXHIBIT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS....	13
5.3	EXHIBIT D: FEDERAL FLOW DOWN TERMS.....	13
5.4	EXHIBIT E: CERTIFICATE FOR 52.204-25	13

1 INTRODUCTION

1.1 ENTITY BACKGROUND

The American Association of Motor Vehicle Administrators (AAMVA) is a tax-exempt, nonprofit organization that develops and supports model programs in motor vehicle administration, law enforcement, and highway safety. The association also serves as an information clearinghouse in these areas and acts as the international spokesman for these interests.

Founded in 1933, AAMVA represents the state and provincial and territorial officials in the United States and Canada that administer and enforce motor vehicle laws. AAMVA's programs encourage uniformity and reciprocity among the states and provinces. The association also serves as a liaison with other levels of government and the private sector. Its development and research activities provide guidelines for more effective public service. AAMVA's membership includes associations, organizations and businesses that share an interest in the association's goals.

1.2 PURPOSE

The American Association of Motor Vehicle Administrators (referred to here as "AAMVA") releases this request for proposal (RFP) to solicit proposals from qualified firms interested in participating in the bidding process.

The purpose for this RFP is to choose a vendor to assist AAMVA in updating AAMVA's current guidance and best practice materials related to the 2005 Commercial Driver's License (CDL) test model:

The new audit training program will assist jurisdictional members, third-party testers, and FMCSA personnel with auditing techniques to detect and deter fraudulent activity. It will expand the existing audit program to include the modernized testing system, to include basic skills course lay-out, updated scoring techniques and required applicant interactions. The major tasks are:

- Conduct meetings with TMS/IDEC representatives from jurisdictions to further required audit changes
- Prepare materials for review and updating
- Update the following, current audit training materials:
 - Module 1 - Orientation – CDL Auditor Training Program Course Introduction
 - Module 2 – Responsibilities, Characteristics and Code of Ethics
 - Module 3 – Auditor Techniques and Skills
 - Module 4 – How to Utilize and Navigate Federal Regulations and State Laws
 - Module 5 – Conducting Facility Audits
 - Module 6 – Conducting Skills Test Examiner Audits (State and Third-Party)

- Module 7 – Preparing to Conduct Covert Audits
- Module 8 – Conducting Covert Audits
- Module 9 – Audit Documentation, Findings, Reports and Action Plans
- Module 10 – Policy and Procedures / Documentation and Reporting
- Module 11 – Auditor Training Program End of Course Knowledge Test
- Module 12 – Course Summary and Wrap-Up
- Pilot testing courseware and materials with jurisdictions
- Update materials based upon pilot test results
- Submit results to FMCSA for final approval

1.2.1 Additional Details

1. AAMVA currently provides CDL audit curriculum to jurisdictions that meets the needs of the 2005 test model:
 - a. The current guidance and best practice materials works well for the 2005 CDL test model but needs to include the Modernized skill test maneuvers, updated guidance, and new technologies that are available to assist jurisdictions in meeting the FMCSA requirements.
 - b. AAMVA has recently updated CDL testing methods and new best practices. Guidance materials are now needed to reflect the Modernized CDL Testing Platform
 - c. Since these services are under AAMVA's Federal motor carrier services administration (FMCSA) grant, the awarded company will be subject to the appropriate federal terms and conditions provided in Exhibit D. Should any bidder be unable to comply with these terms, then AAMVA will not consider their proposal for award.

1.3 MINIMUM QUALIFICATIONS

The offeror must have a minimum of five (5) years demonstrated experience in curriculum development or services listed in this RFP.

1.3.1 Additional Procurement Specific Qualifications (Required)

- Courseware development: In an ever-changing work environment, successful bidders should demonstrate the ability to prepare courseware that lends itself to multiple learning platforms, such as, in-person instructor lead modules, remote instructor lead modules and or a combination of remote and in-person learning opportunities.
- Technical Skills and Certifications: The main resource assigned to the project should be self-directed, ideally with some demonstrated leadership in the current commercial driver license environment. Ideally, the winning bidder would have real world

experience in adult learning theory. The quality and experience of the resources assigned to this engagement will be a key factor in AAMVA's selection process.

- Adult Learning Theories: Successful bidders should have working knowledge of adult learning theories and experience with developing both instructor and student materials.

1.4 PERIOD OF PERFORMANCE

The performance period for the anticipated contract will start upon a fully executed contract.

AAMVA grant under FMCSA has a specified period of performance through 09/30/2028. Successful bidder will have 24-months from bid award to final product acceptance, to complete all work, to include successful pilot testing.

Contract Period	Start	End
Base Contract	Contract Award	Contract signature thru month 24

2 GENERAL INFORMATION

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact at AAMVA for this procurement. All communication between the Offeror and AAMVA upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	AAMVA Procurement
Address	4401 Wilson Boulevard, Suite 700
City, State, Zip Code	Arlington, Virginia 22203
Phone Number	703-678-1585
Coordinator	Khalid Rahimi
Title	Director of Procurement
E-Mail Address	procurement@aamva.org

AAMVA will consider any other communication as unofficial and non-binding on AAMVA. Communication directed to parties other than the RFP Coordinator, as related to the scope of the RFP, may result in disqualification of the Proposal.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

The estimated procurement schedule of activities for this RFP is as follows; AAMVA reserves the right to modify this schedule:

Activity	Date
Issue RFP	February 5 th , 2025
Written Intent to Bid Due	February 14, 2025
Written Questions Due from Offerors About Scope or Approach	February 21 st , 2025
Pre-Proposal Conference (Optional element)	February 28 th , 2025
Proposals Due	March 7 th , 2025
Evaluate Proposal	March 10 th – 21 st , 2025
Finalist Presentations (Optional element)	March 24 th – 28 th , 2025
Announce “Apparent Successful Offeror”	1-week post presentations

2.3 ACCEPTANCE PERIOD

The Proposal must provide 120 days for acceptance by AAMVA from the date of submission.

2.4 RESPONSIVENESS

The RFP Coordinator will review the Proposal to determine compliance with administrative requirements and instructions specified in this RFP. The offeror is specifically notified that failure to comply with any part of the RFP may result in rejection of the Proposal as non-responsive.

AAMVA also reserves the right, at its sole discretion, to waive minor administrative irregularities.

2.5 MOST FAVORABLE TERMS

AAMVA reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially with the most favorable terms that the offeror can propose. AAMVA also reserves the right to contact a offeror for clarification of its Proposal and request a face-to-face meeting.

The offeror must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is understood that the Proposal will become a part of the procurement file on this matter without obligation to AAMVA.

2.6 GENERAL TERMS AND CONDITIONS

The apparent successful offeror will be expected to enter into a contract or purchase order with general terms and conditions agreeable to both parties including the appropriate federal provisions from AAMVA's FMCSA grant. The selected supplier will be a subrecipient as defined in 2 CFR 200. It is AAMVA's preference to engage offeror's under AAMVA's own standard contract terms and conditions in response to this solicitation; however, depending upon the specific procurement requirements, AAMVA may entertain offeror standards contract terms. The offeror may submit exceptions as allowed in [§5.2 Exhibit B: Certifications and Assurances](#) to this solicitation. AAMVA will review requested exceptions and will accept or reject them at its sole discretion. Interested bidders will be expected to sign non-disclosure agreements (NDA) to receive the current CDL audit curriculum.

2.7 COSTS TO PROPOSE

AAMVA will not be liable for any costs incurred by the Offeror in preparing a Proposal submitted in response to this RFP, or in performing any other activities related to responding to this RFP.

2.8 NO OBLIGATION TO CONTRACT

This RFP does not obligate AAMVA to contract for the services/commodities specified herein.

2.9 REJECTION OF PROPOSAL

AAMVA reserves the right at its sole discretion, and without penalty, to reject any and all proposals received and not to issue a contract as a result of this RFP.

3 SCOPE OF SERVICES AND STATEMENT OF WORK

3.1 OVERVIEW AND GENERAL REQUIREMENTS

The provider must demonstrate a comprehensive ability to offer professional services encompassing all aspects outlined in the “scope of services” section below. This section lists services that AAMVA seeks from Offerors throughout the duration of the contract.

3.1.1 SCOPE OF SERVICES AND STATEMENT OF WORK

The goal of this project is to provide audit training opportunities for jurisdictions and FMCSA regarding the Modernized CDL Testing System. With a new CDL testing system being adopted by most states, a new audit training program is required to keep pace with the changing environment. This project will bring together jurisdictional CDL experts and FMCSA to complete the tasks necessary to update the audit curriculum.

3.2 REQUIRED SERVICES

This section lists services that AAMVA seeks from offerors throughout the duration of the contract.

The following services will be provided:

- 1. In-Person Meetings**

- a. Conduct three in-person meetings with AAMVA’s subject matter experts and FMCSA personnel assigned to the groups.
- b. Review the current audit curriculum and discuss areas needing improvement or updating.

- 2. Audit Documentation Update**

- a. Update the current audit documentation to reflect the new testing system.
- b. Prepare materials in draft format for FMCSA and AAMVA working group consideration, with general details of what is required.

- 3. Policy and Procedure Update**

- a. Update current policy and procedures to reflect the new testing system (2005 to Modernized).
- b. Prepare updated policy and procedure materials to accommodate the change in CDL testing systems.

- 4. Audit Documentation and Reporting**

- a. Update audit documentation and enhance reporting capabilities to reflect the Modernized testing system.

5. Courseware Update

- a. Update courseware to reflect changes in mandated regulations.
- b. Update instructor and student workbooks to align with the Modernized testing system.

6. Field Testing Preparation

- a. Prepare courseware and final draft materials for field testing in two (2) jurisdictions.
- b. Conduct pilot testing after successful field testing.

7. Final Materials and Report

- a. Prepare final materials and reports for FMCSA review upon completion of the above tasks.

4 PROPOSAL INSTRUCTIONS AND EVALUATION PROCEDURE

4.1 PROPOSAL CONTENT

The proposal shall be comprised of the following two (2) volumes, numbered Volumes I and II. Please follow the submission instructions listed in section 4.2.

4.1.1 Volume I Corporate & Technical Experience

- Limit to two (2) single-spaced pages.

4.1.1.1 *Volume 1.1 Corporate*

- Offeror(s) shall provide a summary of any corporate information relevant to this RFP, which should include, at minimum: Length of time providing like requested services, experience handling similar level of services as AAMVA needs in this RFP, and summary of the financial strength of the company.
- Offeror(s) shall describe three (3) examples of similar support services that offeror has provided of comparable size in the past three (3) years. For each example include contact information, project scope, relevance to this solicitation, timeline/dedicated hours, and written permission for a reference to discuss its performance with AAMVA.

4.1.1.2 *Volume 1.2 Technical Solution*

- Limit to twenty-five (25) single-spaced pages including graphics.
- Please format your response in the same outline as Section 3 of this RFP.

4.1.2 Volume II Price Proposal

- Please provide a detailed cost proposal by filling out the attached Excel pricing table. Please ensure that all fields are completed accurately, including the labor cost and other direct costs (ODCs), as outlined in the table.
1. **Labor costs**
 2. **Other Direct Costs (ODC)**
 3. **Total Cost**

4.2 PROPOSAL SUBMISSION

- Proposal must be submitted in soft copy (Adobe PDF format) as set forth below.
- All text shall be twelve (12) point font, and page limits shall be as indicated. ***Please do not include corporate marketing material or boiler plate information in your response.***
- The Proposal is to be sent to the RFP Coordinator at the email address noted in [§2.1 RFP Coordinator](#). The email must be clearly marked with the RFP number.
- Any modifications to a Proposal in response to this RFP will be subject to these same conditions. The Proposal must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The Proposal must be complete and must stand on its own merits. Failure to respond to any portion of the procurement document may result in rejection of the Proposal as non-responsive. All Proposals and any accompanying documentation become the property of AAMVA and will not be returned.
- Proposals must be submitted as two separate files in your response as follows:
 - **File 1:** Shall include Volumes I labeled “Corporate & Technical Proposal Response for RFP 292 by <company name>.pdf”
 - **File 2:** Shall include Volume II, Price proposal response labeled “Price proposal response for RFP 292 by <company name>. Excel”. Please also include the signed Exhibits B, C, D and E.

4.3 PROPOSAL EVALUATION

4.3.1 EVALUATION AND CONTRACT AWARD

All Proposal will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. Only responsive proposals which meet the minimum requirements will be forwarded to the evaluation team for further review.

4.3.2 EVALUATION PROCEDURE

Response to proposals will be evaluated in accordance with the specifications stated in this solicitation and any addendum issued. Award will be made to the offeror that provides the best overall value to AAMVA.

	Description
1	Volume I Corporate & Technical Experience
1.1	Corporate/Firm Background
1.2	Experience/Past Performance
1.3	Project Scope of Services/Technical Solution
2	Volume II Cost Proposal
2.1	Overall Price
3	Interviews
3.1	Presentations

5 RFP EXHIBITS

5.1 EXHIBIT B: CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which this Exhibit A is attached, understanding that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contracts:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 90 days following the due date for receipt of proposals, and it may be accepted by AAMVA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of AAMVA whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official capacity. Any exceptions to these assurances are described in full detail on a separate page and attached to this document.
5. I/we understand that AAMVA will not reimburse any costs incurred in the preparation of this proposal. All proposals become the property of AAMVA and I/we claim no proprietary right to the ideas, writings, items, or samples presented in the proposal, unless so stated in the proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the offeror and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other offeror or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Offeror

Printed Name, Title and Date

5.2 EXHIBIT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the Commonwealth of Virginia or any of the jurisdictions comprising the membership of the American Association of Motor Vehicle Administrators (AAMVA);
3. Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
5. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Offeror understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Printed Name of Offeror

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

5.3 EXHIBIT/ATTACHMENT D: FEDERAL GRANT FLOW DOWN TERMS - UNDER FEDERAL MOTOR CARRIER SERVICES ADMINISTRATION (FMCSA) AGREEMENT NO: 69A3602441426CDL0VA

The following Federal Grant terms and conditions listed below are incorporated by reference and made a part of this subrecipient Agreement, unless otherwise limited in the contract, each clause applies in its entirety.

In the event of a conflict between the version or date of a clause set forth in this document and the version or date of a clause set forth in the identified terms and conditions, the version or date of the clauses set forth in this document shall take precedence.

This document includes clauses and that flow-down as required by 2CFR 200 regulatory requirements or customer obligations. To the extent that any clause included in this document is inapplicable to the performance of this subrecipient Agreement based on the thresholds outlined in the clauses below, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the subrecipient.

When necessary to make the language of the flow downs provisions applicable to the subrecipient Agreement, the term "Recipient" shall mean "Subrecipient", the terms "Government", "Contracting Officer" and equivalent terms and phrases shall mean "AAMVA".

2 CFR § 200.450 Lobbying limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement, the Recipient declares that it is in compliance with 31 U.S.C. § 1352, which prohibits the use of federally appropriated funds to influence a federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant.

Recipients of subawards in excess of **\$100,000** must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

2 CFR § 200.214-Suspension and debarment.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Governmentwide

Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. part 32. This action of certification shall take place

for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

2 CFR § 200.336 Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 C.F.R. § 200.336.

Section 22. Executive Order on Equal Opportunity Related to Contracts.

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 C.F.R. part 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

2 CFR § 200.216 Prohibition on Expending FMCSA Grant Award Funds for Covered Telecommunications Equipment or Services

2 CFR 200.216, *Prohibition on certain telecommunication and video surveillance services or equipment*, prohibits Federal award recipients from using government funds to procure or obtain,

or enter contracts to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services.

In accordance with 2 CFR 200.216 and 200.471, FMCSA recipients and subrecipients are prohibited

from expending grant funds to:

1. Procure or obtain; or
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security

surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Signature of Offeror

Printed Name, Title and Date

5.4 EXHIBIT E: SUPPLIER CERTIFICATION

2 CFR 200.216 VIDEO AND TELECOMMUNICATIONS EQUIPMENT

The Supplier must comply with Section 889(a)(1)(B) of the FY2019 National Defense Authorization Act and is prohibited from entering into a contract, or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

As defined in statute, covered telecommunications equipment or services means the following: telecommunications equipment produced by Huawei, ZTE, Hikvision, Dahua, and Hytera, or their subsidiaries or affiliates.

Supplier's Certification:

Supplier's certification in response to the National Defense Authorization Act (NDAA) in accordance with (200.216 and 200.471) – the prohibition on contracting for certain Telecommunications and Video Surveillance Services or Equipment:

The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

By Signing and submitting this certification, the undersigned certifies that neither it, it's principals nor affiliates, will be supporting AAMVA using the proscribed equipment or services:

Contact Name:
Company Name
Title
Phone:
Email:

Name of authorized individual: _____

Authorized signature: _____

Date: _____

FULL TEXT OF 200.216 FOR REFERENCE

§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section.

The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#)