

ANNE ARUNDEL COUNTY PUBLIC SCHOOLS (AACPS)
PURCHASING DIVISION
2644 RIVA ROAD
ANNAPOLIS, MARYLAND 21401



ANNE ARUNDEL
COUNTY PUBLIC SCHOOLS

Request for Proposals (RFP) #27SC-048

INDEPENDENT EDUCATIONAL EVALUATION SERVICES

Date of Issue: August 27, 2026

Buyer: Gina M. Watkins **Phone/email:** 410-222-5168 / gmwatkins@aacps.org

Proposal Due Date: Proposals are due no later than **September 23, 2026, at 1:00 PM Eastern Time** in the Purchasing Division. The opening is NOT public. A pre-proposal conference is scheduled for September 11, 2026 1:00 PM Eastern Time. The pre-proposal conference will be held remotely via Microsoft (MS) Teams. The link for the Teams meeting is available in Section I, Subsection 6 of the RFP, General Information.

NOTE: MINORITY & SMALL BUSINESS ENTERPRISES AND VETERAN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS RFP.

This Proposal must be signed by a person with legal authority to bind the company to the terms of the RFP and proposal. **The signature on this page constitutes your acceptance of the terms and conditions contained in the RFP.**

It shall be clearly understood that unless otherwise indicated, when this page is executed by an authorized officer of AACPS, these specifications, terms and general conditions, and price proposal shall become a legally binding Contract between the successful offeror and AACPS.

Name of Offeror: _____

Address: _____

Phone: _____ Email: _____

Tax ID or Social Security Number: _____

MBE Cert. #, if any: _____ DGS Small Business Cert.#, if any: _____

Web Address: _____ MD Dept. of Assess. & Taxation #: _____

Date Proposal Submitted: _____ Signature of Offeror: _____

Printed/Typed Name and Title: _____

Accepted by AACPS Director of Purchasing: _____

(Date)

Award Limitations: _____

CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. I affirm that the above business is not suspended or debarred from bidding on local, school, state, or federal contracts.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

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Section I: GENERAL INFORMATION

1. GENERAL

The Board of Education of Anne Arundel County (hereinafter Anne Arundel County Public Schools or AACPS) is soliciting proposals for independent educational evaluation services. **AACPS intends to award multiple contracts to ensure the needs of our students and organization are met.**

The schedule of the selection process is as follows:

Issuance of RFP	August 28, 2026
Pre-proposal Meeting	September 11, 2026 1:00 PM
Exceptions, if any, are due to the Buyer	September 17, 2026
Proposals Are Due to AACPS	September 23, 2026 1:00 PM
Review of Proposals and Discussions, if any	October-November 2026
Recommend Contract Award to Board	November/December 2026

Services shall be performed in accordance with this RFP. The contract awarded shall be a flat-fee payment structure.

The named Buyer is the only person authorized to answer questions regarding this RFP. Offerors should not rely on information obtained from any source other than the Buyer. It is the responsibility of Offerors to check for addenda on the AACPS web page (www.aacps.org) before the proposal due date.

Offerors may not contact any Board Member, Elected Officials, or member of the Evaluation Panel regarding this solicitation until the contract is awarded. Any such attempt may be considered by AACPS as an effort to obtain an unfair advantage and could result in rejection of the Offeror's proposal.

Offerors are responsible for understanding this solicitation. To that end, prospective Offerors may submit questions to the AACPS Buyer named above.

- Questions must be in writing and submitted via hard-copy or email.
- Questions must be received in the Purchasing Division ten (10) days prior to proposal due date. Questions received after this date will be answered only if time permits.
- The Buyer will distribute a written summary of responses to timely-received questions to all prospective Offerors known to have received a copy of this RFP.
- Oral communications are not binding.

Board Policies and Administrative Regulations referenced in this RFP can be found on the AACPS website at:

<https://aacpsschools.org/boardpolicies>

2. BACKGROUND

AACPS, in accordance with the Disabilities of Education Act (IDEA), COMAR regulations, and AACPS regulations requires a pool of approved providers who can conduct high quality, independent student evaluations. To ensure that AACPS is maximizing the benefits to the schools, this public solicitation is being issued to open competition to all qualified vendors offering the best value to AACPS.

3. MINORITY BUSINESS ENTERPRISES

There is no Minority Business Enterprise (MBE) goal for this solicitation; however, MBEs, small businesses, and veteran-owned businesses are encouraged to respond to this solicitation.

4. NO OBLIGATION

This Request for Proposals implies no obligation on the part of the AACPS.

5. PROPOSAL INSTRUCTIONS

Offerors may submit proposals electronically. Electronic proposals may be done through the AACPS website at:

<https://bids.aacps.org/Account/Login?ReturnUrl=%2FBidSubmissions>

The time of receipt is the time the electronic proposal documents are RECEIVED by Anne Arundel County Public Schools-NOT the time you begin the upload. Please allow additional time for your proposal submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late submission. Offerors must ensure the RFP number and title are correct when submitting the proposal.

Proposal Drop Off – Appointments are required for an in-person drop off. To schedule an appointment, Offerors should email the Purchasing Division several days before the due date at: purchasing@aacps.org.

Offerors are responsible for properly labeling their proposal envelope with the company name, address, proposal number and due date. AACPS is not responsible for a proposal that may be inadvertently opened before the proposal due date if the proposal is not properly labeled. If Offerors prefer to ship or courier the proposals, please allow extra time for any shipping delays, especially USPS deliveries.

Emailed or faxed proposals are not acceptable and will be rejected.

6. PRE-PROPOSAL CONFERENCE

A preproposal conference is scheduled for September 11, 2026, at 1:00 PM Eastern Time at the MS Teams link below:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/244708197683242?p=anbdOK6vYFWSBdZjpJ>

Meeting ID: 244 708 197 683 242

Passcode: i2mX7p8h

Dial in by phone

[+1 301-960-3676](tel:+13019603676), [438834118#](tel:+1438834118) United States, Silver Spring

[Find a local number](#)

Phone conference ID: 438 834 118#

Attendance is strongly recommended as attendance will facilitate your proposal preparation. AACPS is not responsible for communicating to Offerors any information that may be discussed during the conference.

However, if AACPS makes changes to the RFP as a result of the meeting, all Offerors properly registered on the AACPS website for this RFP will receive a notice of the amendment.

7. REJECTION/CANCELLATION OF RFP

This solicitation is subject to cancellation when determined by the Director of Purchasing to be in the best interest of AACPS. AACPS may reject any or all proposals when determined by the Director of Purchasing to be in the best interest of AACPS.

8. PRICE GUARANTEE

The Offeror affirms that the price proposal is effective for not less than 120 days from the date proposals are due. NOTE: If the proposal is selected for award, prices shall remain firm over the duration of the contract.

9. EXCEPTIONS

If an Offeror is unclear about the meaning of any part of the RFP, or if the Offeror takes exception to the terms of the RFP, the Offeror must submit request for clarification or exceptions not later than ten (10) calendar days before the proposal due date. AACPS has the sole discretion to accept or reject exceptions submitted by Offerors. Failure by the Offeror to timely submit exceptions shall be construed by AACPS as full acceptance of the RFP terms and conditions as stated. **Exceptions submitted after the ten-day window or submitted with the proposal will not be considered.** Exceptions submitted with a proposal may result in rejection of the proposal.

Send exceptions to the Buyer's e-mail shown on the front page of this RFP. Do not upload exceptions to the website/bid portal as they may not be seen until the proposal opening date.

Please refer to 2026 Md. Laws, Chapter 701, effective for all new contracts signed after July 1, 2026:

https://mgaleg.maryland.gov/2026RS/chapters_noln/Ch_701_sb0646T.pdf.

10. COMPETITIVE SEALED PROPOSAL PROCESS

- Offerors shall submit all requirements as set forth in the RFP. Failure to accurately complete and submit all required documents may result in the rejection of the proposal.
- Any Offeror questions must be submitted in writing via email to the Buyer no less than ten calendar days before proposals are due. Questions received after this date will be answered only if time permits. The Buyer is the only person authorized to answer questions regarding this RFP. Oral communications are not binding.
- Offerors shall submit one bound paper copy of their technical proposal, and one electronic copy of their technical proposal loaded on a flash drive for proposals being dropped off. Offeror's financial statements more fully described in Section 10 below, are to be included in the technical proposal – not the price proposal.
- Offerors shall separately submit one paper copy of their financial proposal, and one electronic copy of their financial proposal loaded on a flash drive for proposals being dropped off.
- Packages containing technical proposals and financial proposals should be clearly labeled as such and include the RFP Number and Buyer's Name.
- Letter of Transmittal – the Offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the Offeror to the proposal. The letter shall specifically state that the Offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of AACPS. The transmittal letter must also contain a brief executive summary that demonstrates an understanding of the scope of services and reasons why the Offeror is best suited to provide the services.

- The AACPS Buyer will initially review each proposal submission. Offerors whose technical proposals are determined to be not responsive, or Offerors determined to be not responsible, shall be rejected and timely notified.
- Qualified proposals shall be evaluated by a selection committee in accordance with the scope of work and evaluation criteria contained herein.
- The selection committee, after an initial review of the proposals, may elect to conduct discussions for the purpose of ensuring the complete understanding of AACPS requirements and the Offeror's technical proposal. The Buyer may request discussions with all Offerors or a subset of the highest-ranked Offerors based on preliminary scores.
- Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made during discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- When in the best interest of AACPS, the Buyer may request best and final offers from all Offerors or a subset of the highest-ranked Offerors based on preliminary scores.
- Upon completion of these processes, the selection committee will make a recommendation to the AACPS Buyer about which Offeror is selected as the prospective awardee. The Buyer will recommend awarding the contract to the responsible Offeror whose proposal is determined to be the most advantageous to AACPS considering the technical evaluation and price factors as set forth in the RFP.
- The recommendations are based on the highest evaluated score considering the evaluation criteria set forth in the RFP.
- The contract award may be subject to approval by the Board of Education of Anne Arundel County. Upon approval of the Board, the unsuccessful Offerors will be notified and be offered the opportunity to be debriefed. The debriefing will be limited to a summary of deficiencies in the Offeror's proposal. Competing proposals will not be discussed.

11. FINANCIAL DOCUMENTS

Acceptable documents for compliance with the mandatory Financial Statement requirement include the Offeror's:

- Latest Balance Sheet and Income Statement prepared by an independent accounting firm;
- Annual Report;
- Dun & Bradstreet complete Business Report; or,
- Other financial documents determined to be acceptable by the Director of Purchasing.

12. LATE PROPOSALS

Late proposals will not be accepted. It is the sole responsibility of the Offeror to ensure that their proposal is submitted on or before the date and time specified in the solicitation. Late proposals will be immediately rejected and returned unopened or destroyed at the Offeror's request.

NOTE: If the Central Office Building (address above) is closed due to inclement weather, proposals shall be due on the next business day that the building is open. The originally scheduled proposal opening time shall remain the same regardless of the opening day. Use telephone number 410-222-5000 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Central Office Building.

13. PROPOSAL WITHDRAWAL

A proposal may not be withdrawn after it is submitted to AACPS unless the Offeror makes a written request to the Buyer before the time set for receipt of proposals, or if AACPS fails to award or issue a notice of intent to award, or the Offeror provides clear and convincing evidence that a mistake in the proposal has been made, *and only then with the approval of the AACPS Director of Purchasing.*

14. COST OF PREPARING THE PROPOSAL

AACPS accepts no responsibility for any expense incurred in the proposal preparation and presentation requirements, if any. Such expense is to be borne exclusively by the Offeror.

15. COOPERATIVE PURCHASING

In accordance with State Finance and Procurement Article, Sect. 13-110, Maryland Annotated Code, Contractor may extend the terms of any contract resulting from this RFP to public bodies, subdivisions, school districts, community colleges, colleges, and universities, including nonpublic schools and nonprofits. The Contractor agrees to notify AACPS of those entities that request to use any contract resulting from this bid and provide usage information to AACPS, if requested.

Anne Arundel County Public Schools assumes no authority, liability, or obligation, on behalf of any other public or non-public entity that may enter into a cooperative agreement associated with the contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity.

16. PROTESTS

Protest procedures are governed by the Board of Education of Anne Arundel County Regulation DEC-RA.

17. BUSINESS REGISTRATION

To be eligible for contract award, businesses must be properly registered and in good standing with the State Department of Assessments and Taxation.

18. TAXES

The AACPS is exempt from Federal Excise taxes [52-73-0144K] and State and local Sales or Use taxes [3000110-2]. Offerors shall not include these taxes in their price proposal. Exemption certificates will be provided upon request.

19. TOBACCO PRODUCTS

The use of tobacco products is not permitted on school property. As provided in AACPS Board Policy GAC and Code of Maryland Regulations 13A.02.04, the use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. Failure to comply with this clause is considered a material breach of contract that may result in termination.

20. IRREGULARITIES

AACPS reserves the right to waive any minor mistakes in the solicitation or proposal. AACPS reserves the right to negotiate or modify any element of the solicitation to ensure that the best possible arrangements for achieving the stated purpose are obtained.

21. SUBCONTRACTORS

AACPS will enter into an agreement with the selected Offeror only. The selected Offeror shall be responsible for all services as required by this RFP. Subcontractors, if any, shall be identified and a complete description of their role relative to this RFP shall be included in the proposal.

22. CRIMINAL BACKGROUND CHECKS AND SEX OFFENDER SCREENING

Contractor affirms that any employee working under the AACPS contract with unrestricted access to AACPS students shall pass a fingerprint-supported criminal background check prior to employment under an AACPS contract, consistent with §5-551 of the Family Law Article, Maryland Annotated Code and §6-113 of the Education Article, Maryland Annotated Code. Contractor shall have all of its employees assigned to AACPS complete a fingerprint-supported background check through the vendor located in the Central Office in Annapolis prior to being assigned to any AACPS location. Appointments are required. Information on scheduling an appointment for a fingerprint-supported background check can be found on the AACPS website at [Chaperone/Volunteer Background Investigations](#).

In addition to the requirements above, ALL visitors, including contractor personnel, must present their driver's license to school staff for them to input it into the Raptor system to check them against the registered sex offender database before admittance will be granted onto school property. Maryland Law prohibits registered sex offenders from coming onto school property, regardless of whether there are students in the building. An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant, as provided in §11- 722 of the Criminal Procedure Article, Annotated Code of Maryland. A contractor violating this law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

Contractor Screening of Employment Applicants Having Direct Contact with Minors

Contractor affirms that all applicants for employment assigned or expected to be assigned to AACPS locations and who may have direct contact with AACPS students must adhere to the requirements of §6-113.2 of the Education Article, Maryland Annotated Code requiring certain affirmations from employees of contractor who are expected to have direct contact with minors. Direct contact includes, but is not limited to, virtual instruction of AACPS students. Contractors may access the screening portal managed by the Office of Investigations by clicking the following link:

<https://aacps-cehrtracking.powerappsportals.com/CSATAdmin/>. Contractors shall contact the AACPS Office of Investigations for credentials to enter information in the portal.

23. ACCESS TO PUBLIC RECORDS

Offerors are advised that all pricing, including unit prices, extended prices, and total pricing, is presumed to be disclosable under the Maryland Public Information Act (Md. Code, General Provisions Article, Title 4). If a proposal contains information other than pricing that the Offeror reasonably identifies as confidential, proprietary, or otherwise exempt from disclosure under the Act, the Offeror shall submit one separate redacted copy of their complete proposal in addition to the unredacted original submission. If an Offeror elects to redact information, the redacted copy must clearly indicate each redaction and include a brief justification for each.

24. GIFTS

In accordance with Board Policy BAF, Offerors are hereby notified that the giving or offering of a gift or series of gifts to a Board official or employee is improper and may result in disqualification from future work.

25. EMARYLAND MARKETPLACE ADVANTAGE REGISTRATION

Contractors are required to register on eMaryland Marketplace Advantage at <https://emma.maryland.gov/> within five (5) days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system. Registration is free. Failure to comply with this requirement may be considered grounds for default.

AACPS recommends that all interested Offerors register with eMaryland Marketplace Advantage regardless of the outcome of this RFP because it is a valuable resource for bid notification for school districts, and State, county, and municipal agencies throughout Maryland.

26. ETHICS

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA. Also, in accordance with the Board's Ethics and Conflict of Interest Policy BAF, if an AACPS employee has a financial interest in a company, that company may not submit a bid for an AACPS contract.

27. PAYMENTS BY EFT

By submitting a response to this solicitation, the Offeror agrees to accept payments via electronic funds transfer (EFT) unless the AACPS Director of Purchasing grants an exemption. The selected contractor shall register by submitting the following to: accountingdept@aacps.org.

A completed EFT form can be found at: [AACPS EFT Request form - fillable](#)

28. DEFINITIONS

- “Day” means calendar day unless otherwise indicated.
- “Responsible” means an Offeror that has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that shall assure good faith performance.
- “Responsive” means a proposal submitted in response to a request for proposals (RFP) that conforms in all material respects to the requirements contained in the RFP.

Remainder of page left intentionally blank

Checklist

Checklist for mandatory documents in your response, provided for your convenience. Failure to provide mandatory documents may be cause for rejection of your proposal.

TECHNICAL PROPOSAL

- _____ One original, and one electronic copy of the technical proposal loaded on a flash drive for proposals being dropped off that includes:
- _____ Signed solicitation documents, including any RFP Amendments
- _____ Signed and Completed Qualifications Affidavit
- _____ Financial Statement(s)
- _____ Letter of Transmittal that includes an Executive Summary
- _____ Signed and completed Attachment A – Conflict of Interest Affidavit and Disclosure
- _____ Signed and completed Attachment B – Proposal Affidavit
- _____ Signed and completed Attachment D – Acknowledgment of Nepotism Policy
- _____ Signed and completed Attachment E – Data Privacy and Security Agreement

PRICE PROPOSAL

- _____ One original, and one electronic copy of the signed and completed Financial Proposal Work Sheet (Attachment C) for proposals being dropped off loaded on a flash drive. **The Attachment C form must be used to submit the price proposal.**

Offerors shall provide the technical proposal and price proposal, and their respective electronic Copy, under separate sealed cover and appropriately marked as follows:

Technical Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Technical Proposal**.
AND

Price Proposal: Company Name
RFP Title and Reference No.
Due Date:
This Package contains a **Price Proposal**.

The Offeror is advised that, in accordance with the applicable Maryland Public Information Act, there is a presumption that all pricing submitted in response to this RFP is subject to public disclosure upon request. By submitting a proposal, the Offeror acknowledges and agrees that its pricing may be released to the public unless specifically exempt under Maryland law. Any request for exemption must be clearly identified and supported by the Offeror with the appropriate legal justification. If a proposal contains information other than pricing that the Offeror reasonably identifies as confidential, proprietary, or otherwise exempt from disclosure under the Act, within thirty (30) days, the Offeror shall submit one redacted copy of their complete proposal in addition to the unredacted original submission. If an Offeror elects to redact information, the redacted copy must clearly indicate each redaction and include a brief justification for each.

Section II: QUALIFICATIONS AFFIDAVIT

Submitted to: Anne Arundel County Public Schools, Purchasing Division

Offeror Name: _____

Information furnished in response to this Affidavit and any verification made by AACPS provides a basis for determining the responsibility of Offerors. AACPS reserves the right to consider additional references discovered outside of this Affidavit.

The selected firm must have at least five (5) years of experience in Independent Educational Evaluation Services. If a firm does not have such experience or does not submit information in the proposal regarding this qualification, the Offeror may be determined not responsible and may be eliminated from further consideration.

AACPS may consider relevant individual experience of key personnel when assessing the responsibility of the Offeror.

1. How many years has your firm been in the business of providing similar services under your current legal name? _____ Years of relevant experience.

Under a different legal name? Please provide the different legal name: _____
_____ Years of relevant experience.

2. List at least three contracts/references similar to the work being procured, in which your firm has completed within the last five years (including company names, firm or government agency, address, contact person, phone number and email address). At least one contract must have been completed within the past two years.

A. Contract: _____

Beginning and End Date of Contract: _____

School District or Organization: _____

Contact Person: _____

Phone Number and email: _____

B. Contract: _____

Beginning and End Date of Contract: _____

School District or Organization: _____

Contact Person _____

Phone Number and email: _____

C. Contract: _____

Beginning and End Date of Contract: _____

School District or Organization: _____

Contact Person: _____

Phone Number and email: _____

3. What is your Dun and Bradstreet Rating, if any? _____

4. How many people does your company currently employ on a:
A. Full-Time basis? _____ B. Part-Time basis? _____

5. Has your organization performed, or are you currently performing, any other contract, not included in #2 above, for any school district in northern Virginia, the District of Columbia, or Maryland over the last five years? (Please list names, addresses, dates and the employee responsible for accepting the work).

6. Has your company ever been suspended or debarred from bidding on contracts by the federal government, the Maryland Board of Public Works or any other local, state or federal organization for any reason? Explain.

7. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

8. Has your company been subjected to any penalty or liquidated damages arising out of poor or non-performance? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and complete, to the best of his/her knowledge and belief.

Dated this _____ day of _____ 202____.

Name of Organization: _____

By: _____
(Signature)

(Print Name)

Title: _____

Section III: SCOPE OF WORK

1. Purpose

Anne Arundel County Public Schools (AACPS) seeks qualified independent evaluators and evaluation agencies to provide Independent Educational Evaluations (IEEs) at public expense in accordance with the Individuals with Disabilities Education Act (IDEA), COMAR regulations, and AACPS procedures. The purpose of this RFP is to establish a pool of approved providers who can conduct high-quality, independent evaluations when requested by parents and approved by AACPS. Approved providers may be selected by parents from the AACPS provider list or may be considered individually based upon the specialized expertise required for a particular evaluation.

2. Services Requested

AACPS seeks qualified providers to conduct one or more of the following evaluation types:

Evaluation Categories

- Psychoeducational Evaluations
- Neuropsychological Evaluations
- Speech-Language Evaluations
- Occupational Therapy Evaluations
- Physical Therapy Evaluations
- Functional Behavioral Assessments (FBA)
- Assistive Technology Evaluations
- Autism Spectrum Disorder Evaluations
- Adaptive Behavior Assessments
- Developmental Evaluations
- Specialized Disability-Specific Evaluations

Providers may submit proposals for one or multiple evaluation categories.

3. Provider Qualifications

Providers shall:

Licensure and Certification

- Hold current Maryland licensure, certification, or credentials required for their professional discipline.
- Maintain all required professional certifications throughout the contract period.
- Meet qualifications comparable to those required of AACPS staff performing similar evaluations.

Professional Experience

Providers should demonstrate:

- Experience conducting evaluations for school-aged students.
- Knowledge of IDEA, Section 504, and COMAR requirements.
- Experience participating in IEP and eligibility processes.
- Experience evaluating students with disabilities across diverse educational settings.
- Experience working with culturally and linguistically diverse populations.

4. Evaluation Requirements

All evaluations shall:

Assessment Practices

- Utilize current, valid, and reliable assessment instruments.
- Follow assessment publisher guidelines.

- Adhere to professional standards and ethical requirements.
- Include age-appropriate assessment procedures.
- Be conducted by qualified personnel within the evaluator's area of expertise.

5. Required Data Sources

Evaluations shall include consideration of:

- Direct assessment data
- Interviews with parents/guardians
- Review of educational records
- Teacher input
- Service provider input (as appropriate)
- Behavioral observations (when applicable)

Additional data sources may be utilized as necessary.

6. Review of Educational Records

Prior to conducting an evaluation, providers shall:

- Review all relevant AACPS educational records.
- Review prior evaluations, IEPs, progress reports, and intervention data.
- Obtain parent authorization for record review when required.
- Maintain confidentiality in accordance with FERPA and applicable laws.

7. Required Evaluation Report Components

All reports submitted to AACPS shall include:

Student Information

- Student name
- Date(s) of evaluation
- Evaluator name and credentials

Assessment Information

- Assessments administered
- Standard scores
- Scaled scores
- Percentile ranks
- Subtest scores (when applicable)

Analysis and Interpretation

- Interpretation of results
- Educational implications
- Strengths and areas of need
- Diagnostic conclusions (if applicable)

Recommendations

Recommendations must:

- Be educationally relevant
- Be supported by evaluation findings
- Include recommendations for IEP team consideration when appropriate

AACPS reserves the right to request clarification of findings or recommendations.

Timelines

Providers shall:

Scheduling

- Contact families within ten (10) business days of assignment.

- Schedule evaluations in a timely manner.

Report Completion

- Submit final evaluation reports within thirty (30) calendar days following completion of testing unless otherwise approved by AACPS.

Communication

- Maintain communication with AACPS regarding scheduling concerns or delays.

8. Participation in Educational Planning Meetings

Providers may be requested to:

- Attend eligibility meetings
- Attending IEP meetings
- Participate in meetings virtually or in person

Participation may be requested for clarification of evaluation findings and recommendations.

AACPS is not obligated to fund meeting attendance beyond the approved evaluation fee unless specifically authorized in advance.

9. Geographic Requirements

Providers should:

- Maintain an office location within a reasonable geographic distance of Anne Arundel County, Maryland.

Exceptions may be considered when:

- Specialized expertise is required.
- The evaluation addresses a low-incidence disability.
- No comparable local provider is available.
-

10. Billing Requirements

Providers shall:

- Bill AACPS directly.
- Submit itemized invoices.
- Include student identification information and evaluation type.
- Submit invoices only after final reports have been accepted by AACPS.

11. Fee Schedule and Cost Parameters

AACPS has established the following maximum reimbursement guidelines:

Evaluation Type	Maximum Allowable Rate
Psychoeducational Evaluation	\$2,500 – \$3,000
Neuropsychological Evaluation	Up to \$4,300
Speech-Language Evaluation	\$800 – \$1,200
Occupational Therapy Evaluation	\$800 – \$2,150
Physical Therapy Evaluation	\$800 – \$1,200
Functional Behavioral Assessment	\$800 – \$1,200

Proposals exceeding these parameters must include written justification.

AACPS reserves the right to negotiate fees based on scope, complexity, and market conditions.

2. CONTRACT ADMINISTRATORS

Anne Arundel County Public Schools

Name: Sonya McElroy

Title: Director Birth to Five and Service Accountability
Division of Specialized Instruction and Early Intervention

Phone: 410-424-3268

Email: smcelroy@aacps.org

Note: The Buyer named on page 1 of this RFP is the sole AACPS point of contact before contract award.

3. INSURANCE REQUIREMENTS

Unless otherwise required in this solicitation, or elsewhere, if a Contract is awarded the Contractor shall be required to purchase and maintain during the life of the Contract, Commercial General Liability Insurance, Business Auto Liability Insurance, and Workers' Compensation Insurance with limits of not less than those set forth below. The Contractor shall require similar coverage from any of its subcontractors.

Commercial General Liability

At least \$1,000,000 combined single limit coverage written on an occurrence basis covering all premises and operations and including Personal and Advertising injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.*** On all Commercial General Liability Insurance policies the **Board of Education of Anne Arundel County (the BOARD) AKA Anne Arundel County Public Schools (AACPS) and all AACPS Parties**, administrators, executives, employees and volunteers, shall be named as additional insureds, which shall be shown on the insurance certificates furnished to AACPS under this Section.

Business Auto Liability Insurance

At least \$1,000,000 Combined Single Limit any one accident to include owned, non-owned, and hired vehicles.

Workers' Compensation and Employers' Liability Insurance

Statutory benefits as required by Maryland law and/or, when required, the U.S. Longshore and Harbor Workers' Compensation Act including standard Other States Insurance and Employers' Liability coverage with limits of at least \$500,000 each accident/\$500,000 each employee disease/\$500,000 disease policy limit.

Sole proprietors and partners exempt from statutory workers' compensation with no employees or subcontractors must provide appropriate documentation in support of that exemption.

The Contractor shall provide AACPS with a Certificate of Insurance evidencing the coverage required above within ten (10) days of the date of the notice of award. While under contract if the Contractor receives an insurer's cancellation notice the Contractor shall email a copy within two (2) business days of its receipt to the Purchasing Officer at: purchasing@aacps.org. The Contractor if requested by AACPS, shall provide certified true copies of any, or all, insurance policies.

Providing any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in any resulting Contract or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

Waiver of Right of Recovery/Subrogation

To the fullest extent permitted by law, the Contractor and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the AACPS Parties, including its Board of Education, administrators, executives, employees or volunteers, for any and all claims, liability, loss, damage, costs or expense (including attorney's fees) arising out of the services provided by Contractor under this Contract. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Contractor shall advise its insurers of the forgoing and such insurance shall waive any right of subrogation by endorsement or otherwise.

4. DURATION OF CONTRACT

The Contract shall remain in force from the date of award through December 31, 2029, with four (4), one-year options to extend at the sole discretion of AACPS.

Section IV: MANDATORY TERMS AND CONDITIONS

The following are mandatory terms and conditions to be included in all contracts:

1. COMPLIANCE WITH LAWS

The Contractor hereby affirms:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

2. RETENTION OF RECORDS

The Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the AACPS hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of AACPS.

3. TERMINATION

3.1 TERMINATION FOR DEFAULT

Should a Contractor fail to perform fully, faithfully and promptly any obligation owed to AACPS under this contract, AACPS may, at its election, consider the breach material and, notwithstanding any requirement of notice, terminate the contract in its entirety. Failure on the part of the Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Contractor is not entitled to recover any cost incurred by the Contractor up to the date of termination. Such termination, or failure to terminate, by AACPS shall not be construed as a waiver of any other right or remedy afforded by law or by agreement between the parties which AACPS may have against Contractor. No failure of AACPS to utilize a remedy afforded by law or contract upon any breach by Contractor shall be construed as a waiver of the right to insist upon full, prompt and faithful performance of the particular obligation, and all other obligations of Contractor in the future.

3.2 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by AACPS in accordance with this clause in whole, or from time to time in part, whenever AACPS shall determine that such termination is in the best interest of AACPS. AACPS shall pay all reasonable costs associated with the contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

3.3 NONAVAILABILITY OF FUNDING

If the County Council fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either AACPS's rights or the Contractor's rights under any termination clause in this contract. The effect of termination of the contract

hereunder shall be to discharge both the Contractor and AACPS from future performance of the contract, but not from their rights and obligations existing at the time of termination.

4. ASSIGNMENT

The assignment of this contract to successors, associated companies or any other parties by the Contractor for any reason, without the written approval of AACPS, is specifically prohibited.

5. MARYLAND LAW PREVAILS

The law of Maryland shall govern the interpretation and enforcement of this Contract.

6. PAYMENT

Subject to the performance of the work and its acceptance by AACPS, contractor shall accept payment in accordance with the terms of the financial proposal and this RFP. If contractor is not in default of any of the contract terms and conditions, then AACPS shall ensure timely payment upon receipt of an accurate invoice.

7. INDEMNIFICATION OF THE ANNE ARUNDEL COUNTY PUBLIC SCHOOLS

To the fullest extent permitted by law the contractor shall indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs of every kind and description to which the AACPS may be subjected or put, including but not exclusively so, by reason of injury (including death) to persons or damage to property, in any way resulting from Contractor's performance of the work specified herein or performed under this contract, or any part thereof, or by or on account of any act or omission of the Contractor, its agents or employees, whether such suits, actions, claims, demands, damages, losses, expenses and/or costs be against, suffered or sustained by the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, or be against, suffered or sustained by other corporations and persons to whom the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, may become liable therefore, except that Contractor shall not indemnify and save harmless the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers, against and from all suits, actions, claims, demands, damages, losses, expenses and/or costs arising from or due to the negligence of the AACPS Parties, including its Board of Education, administrators, executives, employees, and volunteers. The whole, or so much of the moneys due, or to become due the Contractor under the contract, as may be considered necessary by the Director of Purchasing, may be retained by the AACPS until such suits or claims for damages shall have been settled, or otherwise disposed of, and satisfactory evidence to that effect furnished to the Director of Purchasing.

If an Offeror proposes entering into any third-party contract as part of its revenue enhancement proposal, the Offeror shall indemnify, defend, and hold harmless AACPS, its board members, officers, employees, volunteers, and agents from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, arising out of or related to the acts, omissions, or performance of such third party. Any third-party agreement shall expressly state that the AACPS parking management contract is solely for the benefit of AACPS and the Offeror and does not create, confer, or grant any rights, remedies, claims, or benefits to the third party as an intended beneficiary or otherwise.

8. INTELLECTUAL PROPERTY

Contractor agrees to indemnify and save harmless AACPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of the purchase of materials, supplies, equipment or services covered by this contract. Further, contractor shall not share, exchange, or release AACPS's data to any other party without the express written consent from the Superintendent or his designee.

9. ETHICS

This solicitation is governed by the Board of Education of Anne Arundel County Vendor Relations Policy DEC and Vendor Relations Administrative Regulation DEC-RA.

10. NON-HIRING OF EMPLOYEES

No employee of AACPS or any department, commission, agency or branch thereof whose duties as such employee include matters relating to or affecting the subject matter of this contract shall, while employed, become or be employee of the party or parties hereby contracting with AACPS.

11. DISPUTES

This contract shall be subject to AACPS Regulation DEC-RA. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the decision of the Director of Purchasing.

12. REGULATIONS

The policies and regulations set forth by the Board of Education of Anne Arundel County in effect on the date of execution of this Contract are applicable to this Contract.

13. SEVERABILITY

If any clause herein is considered by court action to be illegal, invalid, inoperative or unenforceable, it shall be modified or removed accordingly. However, the modification or removal of a clause or paragraph shall not serve to nullify the contract. All other clauses and paragraphs remain enforceable as written.

14. WAIVER

No provision of these contract documents shall be deemed to have been waived unless such waiver is in writing. Any waiver shall extend to the particular case only and only in the manner specified and shall not be construed in any way to be a waiver of any further or other rights in the same or different circumstances.

15. NONDISCRIMINATION CLAUSE

The Board of Education of Anne Arundel County prohibits discrimination and ensures equal employment opportunities for all individuals without regard to actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

Further, contractor agrees not to discriminate in any manner against an employee or applicant for employment based on actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

16. AACPS EQUIPMENT ISSUED TO CONTRACTOR (if applicable)

Contractor shall be responsible for payment for loss or damage to AACPS equipment issued to contract staff as part of their scope of work. AACPS shall invoice Contractor for lost or damaged AACPS equipment, and payment shall be rendered by Contractor within thirty (30) days of invoice.

17. FORCE MAJEURE

Force Majeure is defined as an occurrence beyond the control of the affected party and not avoidable by reason of diligence. It includes the acts of nature, war, riots, strikes, fire, floods, epidemics, pandemics, or other similar occurrences. If either party is delayed by force majeure, said party shall provide written notification to the other within 48 hours. Delays shall cease as soon as practicable and written notification of same provided. The time of contract completion may be extended by contract modification, for a period of time equal to that delay caused under this condition. AACPS may also consider requests for price increase for raw materials that are directly attributable to the cause of delay. AACPS reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against AACPS. Further, except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure as defined herein.

18. MODIFICATIONS AND AMENDMENTS

Modifications to this contract may be made only with the express written concurrence of both parties unless a unilateral right is identified herein.

Section V: PROPOSAL INSTRUCTIONS

Proposals that do not include all information required by this RFP may be considered not responsive and rejected on that basis.

TECHNICAL PROPOSAL

Each Offeror must include in its Technical Proposal the following information:

Offerors shall submit one original, one paper copy, and one electronic copy of their technical proposal for proposals being dropped off. The electronic copy shall be submitted on a flash drive. The proposals should be tabbed for ease of reference.

When submitting a technical proposal, the following minimum information must be provided.

A. Forms

- Letter of Transmittal – The Offeror shall include a Letter of Transmittal, signed by the person authorized to legally bind the Offeror to the proposal. The letter shall:
 - a. include a brief executive summary;
 - b. specifically state that the Offeror shall complete all services set forth in the proposal within the proposed time limits to the satisfaction of AACPS;
 - c. be concise and need not repeat any of the detailed information set forth in the proposal;
 - d. state that the proposal is a firm and irrevocable offer for a period of 120 days; and
 - e. acknowledge of all amendments to the RFP.
- A signed, original, unaltered, solicitation cover sheet (page 1 of the RFP) and any amendments issued by AACPS
- A signed and completed Qualifications Affidavit
- A signed and completed Attachment A – Conflict of Interest Affidavit and Disclosure
- A signed and completed Attachment B – Proposal Affidavit
- Signed and Completed Attachment D – Acknowledgment of Nepotism Policy
- Signed and completed Attachment E – Data Privacy and Security Agreement

Please note that your proposal, if considered responsive, will be rated against other responsive submissions and the evaluation criteria listed in Section VI, *Evaluation Criteria*. Your technical proposal should be thorough in all aspects for the AACPS evaluation committee to make a proper and complete evaluation of your capabilities and response.

B. Background and Experience

Each offeror must demonstrate the background, experience, resources, equipment, and technical competence to perform the services required. This section is in addition to the information required in the Qualifications Affidavit. A reference to the Qualifications Affidavit in response to this requirement, without more, is insufficient.

1. Describe previous or current clients for whom the Offeror has successfully provided independent educational evaluation services similar to what will be required in this project. Contact names and phone numbers shall be included. The references may be the same as those provided in the Qualifications Affidavit, but the scope of the Affidavit information should be expanded in this section.
2. Provide appropriate information on the Offeror's organization, including mission, core business capabilities, size, and locations.

3. If any subcontractors will be performing work on the project, provide the above information for all subcontractors.

C. Management Summary/Work Plan

The Offeror must fully describe how it will provide the services specified, including each of the following:

1. A detailed description of how the project's objectives and deliverables will be accomplished, with specific consideration of the timing of the deliverable.
2. An efficient sequence of activities and tasks.
3. An explanatory narrative that enables evaluators to clearly understand the plan's logic, feasibility, and potential to yield the best results.

D. Personnel

This section must include the proposed composition of the Offeror's project team and any other personnel, including any subcontractors, that may be utilized to oversee, perform, and provide quality assurance on the project. Specify the names, titles, and a brief description of the roles each will play on the project.

This section must include resumes including work history and education for each project team member. Biographical statements consisting of only a few sentences are insufficient. The proposal must include information describing previous project team experience that relates directly to the work each project team member will perform on the project.

Staff and subcontractors identified in this section must remain throughout the contract unless substitution is agreed to by AACPS. AACPS may not unreasonably withhold agreement.

FINANCIAL PROPOSAL

- A. Complete and submit Attachment C, Financial Proposal. All pricing information shall be provided using Attachment C. The financial proposal must be provided in a sealed package separate from the technical proposal.
 - **Flat-Fee Rate:** Provide the flat-fee rate for independent educational evaluation services to be paid directly by AACPS.
 - **Note:** Contractor shall not bill insurance (Medical Assistance, private insurance, or any other third-party payer) for services provided under this Agreement. All costs shall be covered through the negotiated fee structure with AACPS.
 - The flat-fee rate shall include:
 - Per-visit fee covering provider time, consultation, documentation, and administrative costs
 - Medication costs (if applicable)
 - Supply replenishment and biohazard disposal fees
 - Any other applicable fees

Section VI: EVALUATIONS

1.1 Overall Approach

Contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to AACPS considering technical evaluation and price factors as set forth in this RFP.

1.2 Criteria for Evaluation

An evaluation committee will review the technical proposals using the following evaluation factors in descending order of importance:

- a. Past experience of the company and proposed project team in conducting similar or related services.
- b. The Offeror's demonstrated understanding of the service objectives and the Offeror's approach to accomplishing the scope of services.
- c. The skills and competencies of the Offeror's project team with respect to the ability to perform the required work.
- d. Financial Proposal

1.3 Selection Process

Once the Buyer makes the initial determination that a proposal is acceptable, the first level of review will be an evaluation for technical merit. During this review, discussions with each Offeror may be held, or AACPS may limit discussions to a subset of Offerors with the highest ranked proposals at this stage of the evaluation. The purpose of such discussions is to ensure a full understanding of the proposals and the Offeror's ability to perform.

Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made during discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

The financial proposal of each qualified Offeror will be evaluated independently from the technical proposal evaluation. After a review of the financial proposals of qualified Offerors, the Buyer may again conduct discussions.

When in the best interest of AACPS, the Buyer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of the review by the evaluation committee, the Buyer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to AACPS considering technical evaluation and price factors as set forth in this RFP.

The contract award may be subject to the approval of the Board of Education of Anne Arundel County.

Attachment A

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest.
- (b) Prior to commencement of any work, the Contractor agrees to notify the Buyer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Buyer any actual or potential conflict of interest the Contractor may have.
- (c) The Contractor agrees that if an actual or potential conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Buyer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Buyer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Buyer of any contrary action to be taken.
- (d) Remedies - The Board may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid a conflict of interest. If the Contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Buyer, the Board may terminate the contract for default, suspend the Contractor from further Board contracts, or pursue such other remedies as may be permitted by law or this contract.
- (e) The Contractor agrees to insert in each subcontract placed hereunder, provisions which shall conform substantially to the language of this affidavit.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)

ATTACHMENT C

FINANCIAL PROPOSAL

Name of company submitting proposal:	
Name of person authorized to submit financial proposal:	
Signature of person authorized to submit financial proposal:	
Name of contact person (if different from above):	
Contact telephone number:	Contact email address:

Name of company submitting proposal:

DELIVERABLES:

SERVICE	FLAT-FEE RATE
Independent Educational Evaluation Services	\$

ATTACHMENT B

PROPOSAL AFFIDAVIT

PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name)_____ possess the legal authority to make this Affidavit.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has been found guilty of any other criminal act regarding the performance of a government contract.

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity

and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

E. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

F. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Print Name of Authorized Representative and Affiant)

(Signature of Authorized Representative and Affiant)



Acknowledgement of Nepotism Policy

Effective Date of Change

Name (Last)	(First)	(MI)	Employee ID#	Supervisor's Name (if applicable)
Position			☐ Employee ☐ Board Member ☐ Contractor	Location

Please be aware of Board of Education Policy GAF and Administrative Regulation GAF-RA regarding nepotism. To comply with this policy and regulation, you must complete the following:

1. ☐ I **do not** have any of the family members defined in #2 or #3 below, or persons living in my household who are employed by Anne Arundel County Public Schools (AACPS)/Board of Education.
(If you select this box, proceed to Signature/Date section)
2. The following **immediate family members** (spouse, parent, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandchild-in-law, uncle-in-law, niece-in-law, nephew-in-law, and all step relationships) are employed by AACPS/Board of Education:

Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location

3. The following **non-relatives** live in my household and are employed by AACPS/Board of Education:

Name	Relationship
Position Title	Position Location
Name	Relationship
Position Title	Position Location

I affirm that the information provided by me on this form is correct to the best of my knowledge. I understand that I am required to complete a new nepotism form should circumstances change and relationships as detailed above develop during my employment with AACPS/Board of Education. I will submit a new form within 30 days in accordance with Administrative Regulation GAF-RA.

Signature

Date

**Internal
Use Only**Reviewed by: _____
Date Initial☐ Contacted Employee/
Board Member☐ Contract Lead☐ Filed

ATTACHMENT D
CRIMINAL BACKGROUND CHECK AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. EMPLOYMENT OF SEX OFFENDERS AND OTHER CRIMINAL OFFENDERS

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the following requirements of Section 11-722 of the Criminal Procedure Article, Section 6-113 of the Education Article, and Section 5-551 of the Family Law Article, Annotated Code of Maryland:

1. Maryland Law requires sex offenders to register with the State and with the local law enforcement agency in the county in which they will reside, work, or attend school. An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both.

See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.

2. An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:
 - a) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
 - b) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
 - c) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
 - d) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
 - e) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
 - f) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
 - g) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Section 6-113 of the Education Article, Annotated Code of Maryland

3. An employee and employer in a private or nonpublic school required to report annually to the State Board of Education under Title 2 of the Education Article shall require employees and employers to obtain a national and State criminal history records check at any designated law enforcement office in this State or other location approved by the Maryland Department of Public Safety and Correctional Services.

See Section 5-551 of the Family Law Article, Annotated Code of Maryland

Violations of any of these provisions may result in immediate termination for cause.

ATTACHMENT D

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By:_____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)



Anne Arundel County Public Schools Data Privacy and Security Agreement

Last Updated: **July 01, 2026**

This Data Privacy and Security Agreement (hereinafter “Agreement”) is made by and between the Board of Education of Anne Arundel County, also called Anne Arundel County Public Schools (hereinafter “AACPS”) and

(hereinafter
“Contractor”

Legal Company Name

It is AACPS policy to protect personally identifiable information of affiliates, employees, and students. To that end, electronic restrictions and safeguards outlined below are provided to ensure compliance with Board policies, AACPS regulations, and federal and state law.

A. DEFINITIONS

1. Affiliate means any individual, other than a student or employee, that AACPS or Contractor captures, transmits and/or stores information.
2. Covered data and information (CDI) means paper and electronic education records and any other records containing an employee’s/affiliate’s or student’s personally identifying information. CDI includes information supplied by AACPS, and any data provided by AACPS students to the Contractor.
3. Education records means those records that are:
 - a. Directly related to a student; and
 - b. Maintained by AACPS or by a party acting for AACPS.
4. Personally Identifiable Information (PII) means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Identifying data includes, but is not limited to:
 - a. The student's name;
 - b. The name of the student's parent or other family members;
 - c. The address of the student or student's family;
 - d. A personal identifier, such as the student's social security number, student number, or biometric record;
 - e. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;
 - f. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or
 - g. Information requested by a person who AACPS reasonably believes knows the identity of the student to whom the education record relates;
 - h. The employee’s/affiliate’s name;
 - i. The name of the employee’s/affiliate’s family members;
 - j. The address of the employee/affiliate or employee's/affiliate’s family;
 - k. A personal identifier, such as the employee's/affiliate’s social security number, employee/affiliate number, or biometric record;

- l. Other indirect identifiers, such as the employee's/affiliate's date of birth, place of birth, and mother's maiden name;
- m. Other information that, alone or in combination, is linked or linkable to a specific employee/affiliate that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the employee/affiliate with reasonable certainty; or
- n. Information requested by a person who AACPS reasonably believes knows the identity of the employee/affiliate to whom the record relates.

B. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI

Contractor agrees to hold CDI in strict confidence. Contractor may not use or disclose CDI received from or on behalf of AACPS except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by AACPS. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

C. RETURN OR DESTRUCTION OF CDI

Except to the extent otherwise expressly provided in this Agreement, upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall, after receiving written request from AACPS, return all CDI to AACPS or, if return is not feasible, purge, destroy, or otherwise render inaccessible all CDI within 30 business days of receiving AACPS's request; however, Contractor may retain CDI stored pursuant to automated encrypted electronic back-up or archival systems used in the ordinary course of business, or to comply with legal or regulatory requirements provided that any CDI so retained is not generally accessible to employees/affiliates or other persons in the ordinary course of business. If the Contractor destroys the information, on request, the Contractor shall provide notification to AACPS in writing, confirming the destruction of the data. Destruction includes de-identification, provided the CDI is not capable of being re-identified.

Contractors who maintain data as part of professional or industry training and/or certification programs will be permitted to store this data in order to meet the explicit needs of the certification program upon receipt of approval, in writing, by AACPS.

D. REMEDIES

If AACPS reasonably determines in good faith that Contractor has materially breached any of its obligations under this contract, AACPS, in its sole discretion, shall have the right to require Contractor to submit to a plan of monitoring and reporting; provide Contractor with a thirty-day (30) period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, AACPS shall provide written notice to Contractor describing the violation and the action it intends to take. AACPS may invoke additional remedies as provided in the Family Educational Rights and Privacy Act and other applicable legal and regulatory mandates.

E. MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION

Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically stored, or transmitted CDI received from, or on behalf of, AACPS or its affiliates, employees, and students. These measures shall be extended by contract to all subcontractors used by Contractor. This must include the following security measures:

1. All communications between the client software (including web browsers) and the system and data at rest will be encrypted using current industry best practices to ensure confidentiality, integrity, and availability of AACPS-owned data.
2. Cloud-hosting providers shall implement security controls consistent with NIST SP 800-53 R5 or greater - Security and Privacy Controls for Federal Information Systems and Organizations.

3. Compliance with applicable State of Maryland cybersecurity requirements, including Minimum Cybersecurity Standards established by the State Department of Information Technology.
4. The Contractor warrants that the service it will provide to AACPS is fully compliant with the following regulations (if applicable):
 - a. Children's Online Privacy and Protection Act (COPPA)
 - b. Family Educational Rights and Privacy Act (FERPA)
 - c. Health Insurance Portability and Accountability Act (HIPAA)
 - d. Payment Card Industry Data Security Standards (PCI-DSS)
 - e. Protection of Pupil Rights Amendment (PPRA)
5. In no event shall CDI be copied, stored, or moved outside of the United States for any purpose. In the event CDI is accessed from outside the United States, Contractor will ensure access is using virtual/remote desktop methodology or a similar technology which prevents confidential information from being copied, stored or moved outside of the United States. Contractor will remain fully liable for those services and that data, and for ensuring the security of that data in accordance with all applicable laws and this Agreement. **Exceptions may be made only with prior approval, in writing, from the Superintendent or his/her designee.**
6. For SaaS Contracts, Contractor shall maintain a current SOC 2 Type II examination throughout the term of this Agreement and shall provide an updated report to AACPS annually upon issuance or upon AACPS's written request.

F. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF COVERED DATA AND INFORMATION

Contractor shall, as soon as possible and without unreasonable delay, report to AACPS' Office of the Chief Information Officer any use, breach, or disclosure of CDI not authorized by this agreement or in writing by AACPS. Contractor's report shall identify, to the extent permitted by law, (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) who made the unauthorized use or received the unauthorized disclosure, (4) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (5) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written summary report, as reasonably requested by AACPS. **Exceptions to Contractor's discovery and reporting of breach shall include only those delays pursuant to a lawful court order or other valid law enforcement directive.**

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Approved: Print Name

Legal Company Name

Signature

Date

EMPLOYMENT SCREENING AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit on behalf of
_____ (name of company).

B. SCREENING APPLICANTS FOR EMPLOYMENT UNDER AN AACPS CONTRACT

Effective July 1, 2019, Maryland Law requires contractors to screen all applicants for a position involving direct contact with minors as defined in Section 6-113.2 of the Education Article, Maryland Annotated Code (“statute”).

Screening requires the applicant to submit to the contractor the following:

1. Contact information of:
 - The current employer
 - All former school employers; and
 - All former employers of the applicant in which the applicant was employed in a position involving direct contact with minors.
2. Written consent form signed by applicant to release all records relating to child sexual abuse or sexual misconduct.
3. A written statement of whether the applicant:
 - Has been the subject of a child sexual abuse or sexual misconduct investigation by any employer, arbitrator, county board, state licensing agency, law enforcement agency, or child protective services agency, unless the investigation resulted in any of the findings listed in Section 6-113.2(B)(3)(i)(1-5), of the statute.
 - Has ever been disciplined, discharged, nonrenewed, or asked to resign from employment, or has ever resigned from, or otherwise separated from, any employment while allegations of child sexual abuse or sexual misconduct were pending or were under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct; or
 - Has ever had a license, professional license, or certificate suspended, surrendered, or revoked while allegations of child sexual abuse or sexual misconduct were pending or under investigation, or due to an adjudication or findings of child sexual abuse or sexual misconduct.

Before hiring an applicant for a position involving direct contact with minors, the Contractor shall:

1. Review an applicant’s employment history by contacting employers listed by the applicant and requesting dates of employment and answers to questions regarding child sexual abuse or sexual misconduct required by the statute; and
2. Request a report from the Maryland State Department of Education regarding the applicant’s eligibility for employment or certification status to determine whether the applicant a) holds a valid and active certification appropriate for the position and is otherwise eligible for employment; and b) has been the subject of professional discipline related to child sexual abuse or sexual misconduct.

If the information from an applicant's employer includes an affirmative response to the child sexual abuse or sexual misconduct questions, and the Contractor wants to further consider the applicant for employment, the Contractor shall request additional information from the employer including records related to the child sexual abuse or sexual misconduct.

Contractor shall conduct the employment history review of the applicant: 1) at the time of initial hiring of the employee; or 2) before the employee is assigned to work for a school entity in a position involving direct contact with minors.

Contractor shall maintain a record of each employee's employment history review required by the statute; and provide to AACPS access to the employee's records upon request.

Before assigning an employee to perform work for AACPS in a position involving direct contact with minors, Contractor shall provide notice to AACPS of any affirmative responses to the child sexual abuse or sexual misconduct questions required by the statute.

Contractor may not assign an employee to perform work for AACPS in a position involving direct contact with minors if AACPS objects to the assignment after receiving notice required by the statute.

Notwithstanding any other remedies available under the Contract, Contractor may be subject to disciplinary action by the Maryland State Department of Education for willful violations of the statute.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the requirements of Section 6-113.2 of the Education Article, Annotated Code of Maryland.

Violations of any of these provisions may result in immediate termination for cause.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)