

# OUTCOMES BASED CONTRACTING RFP SOLICITATION TEMPLATE

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This template is a tool for districts to use in crafting Request for Proposal (RFPs) or other bid documents that are structured for outcomes based contracts (OBC). This RFP template is general, and therefore must be customized. We imagine you customizing this RFP in three ways:

1. Specifying the particular service the district is seeking. This template has blank spaces to complete with particulars for the service the district seeks. We provide examples for a district that is seeking math tutoring services.
2. Adding standard “boiler plate” language that is pertinent to your district and state. We advise a careful read of this language to ensure there are no elements that are inconsistent with or contrary to OBC. We also encourage this opportunity to streamline your RFP, making it easier to read. Eliminate any language that is unnecessary so you keep prospective vendors focused on outcomes.
3. Changing the language in the template more broadly. We designed this general template to be for student-facing services. There may be language that is not pertinent to the particular services you are seeking (e.g., “how do you group students?” may not be relevant for you). Adjust or delete this language as necessary. You will see opportunities to improve and clarify this RFP template. Take them! And send us your suggestions. This is a guide, rather than a rigid form.

We produced this RFP template with legal advice from Nelson Mullins and the input of districts and vendors that participated in a series of outcomes based contracting workshops led by the Center for Education Policy Research at Harvard University and [Third Sector](#) in 2020-21.

The RFP Template is part of a toolkit to help K-12 district leaders learn about and execute outcomes based contracts. Other elements of this toolkit include the OBC Playbook, OBC Rate Card Calculator, and Continuous Improvement Guide. All resources are available at the [OBC for K-12 Districts hub](#).

### ***RFP Template:***

This RFP is structured as an outcomes based contract that includes upfront funding and contingent outcomes payments tied to success. Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment (for providing services) and contingent payments, tied to achieving stipulated outcomes.

A focus on outcomes means the resulting contract will not detail exactly how services are provided. The contract will allow providers the flexibility to adjust services to meet student needs better and help them achieve priority outcomes, including tailoring services to be culturally competent and meet the diverse needs of different students.

The successful Provider will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District to assess the Program’s functionality and progress. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

## SECTION I: PROPOSAL REQUIREMENTS

The following sections are required.

- 1. PROVIDER INFORMATION:** In this section, provide information on your organization, its history, and stability. Two pages maximum.
  - a. Basic Information:** Include corporate name and address of corporate headquarters, total staff in your organization. Provide the name, telephone number, email address, and title of the individual who will be District's primary contact for the proposal.
  - b. History:** Give a brief history of your organization, including years it has been in business and experience providing math tutoring or related services.
  - c. References:** Provide three K-12 client references who you have provided relevant services within the last five years, including email address, telephone numbers, and contact names.
  - d. Subcontractors:** List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide.
  - e. Previous Default or Litigation:** List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved.
  - f. District Affiliations:** Provide information on affiliations you have with the District or District staff.
  - g. Inclusive Practices:** Describe your inclusive practices.
  
- 2. PROVIDER QUALIFICATIONS AND METHODOLOGIES:** In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Eight pages maximum.
  - a. Service Model and Population**
    - i. **Services:** Describe your proposed services [e.g., tutoring]. How will the services you propose be delivered? What technology platform do you use and how is it integrated into sessions? How do you schedule sessions?
    - ii. **Methodologies:** Describe the methodologies you use to instruct students and improve mastery in [subject area or proficiency, e.g., math]. What curriculum do you use? What is your philosophy regarding [service to be delivered, e.g., math tutoring] and to what extent do you align with work that is happening in the classroom? How do you group students? If you change groups over time, tell us how. Is there a computer-based instruction element? [NOTE: use this section to identify questions about the methodology of the services you are contracting for. These sample questions are primarily about tutoring and may need to be adjusted.]
    - iii. How do these services and methodologies successfully support the student population we are serving with this Program? [If relevant: Describe how you will meet our requirements for non-English instruction.] Share evidence and/or experience in successfully serving similar student populations.
  - b. Dosage.** State the frequency and length of [service for students, e.g., tutoring sessions] you will deliver. [More specificity on the district's intent and commitment is helpful here. For our tutoring example: Note that we are committed to a model of high-dosage tutoring

because the research about the efficacy of this approach is clear. High-dosage tutoring is currently defined as at least three tutoring sessions per week, each of which is at least 30 minutes. If you offer a model that falls below that level, provide a robust rationale and evidence.]

- c. Capacity.** Describe the size and make-up of your [services] staff, their typical experience and credentials. Please break out full-time and part-time staff. Provide information on how staff are recruited, selected, and trained, including any requirements they must meet. Explain how you monitor performance of [student- and teacher-facing staff, e.g., tutors] over time and what you do about poor performance.
- d. Outcomes & Evaluation.** Provide the evidence base for the effectiveness of your model and/or your experience of working with the student population we are serving with this Program. How do you monitor progress and growth?
  - i. Relevant Experience. Describe any and all experience that explains why you are best suited to achieve the desired outcomes. Include your history working with historically underserved student populations, including students of color, English language learners, etc., including the size and demographics of student populations you have served.
  - ii. Tell us anything else that might give us confidence in your ability to deliver the outcomes.
- e. Continuous Improvement and Collaboration.** Tell us how you use data to continuously improve the service you provide, including how you help [student- and teacher-facing staff, e.g., tutors] get better. Describe how you will engage district and school leaders in ensuring success. Share any experience you have in collaborating with other institutions or being part of larger workgroups to deliver services and improve outcomes.
- f. Key Staff.** Please give brief details of the key staff who would work with the District and their experience.

**3. DISTRICT REQUIREMENTS:** In this section, please describe any and all elements you require from the District to achieve the outcomes.

- a. Technology Requirements.** Describe the technology requirements for the provision of your services, inclusive of hardware, software, and bandwidth necessary. State clearly what you will provide and what you require the District to provide.
- b. Other Requirements.** Describe any other requirements necessary for the provision of your services or assumptions you are making (for example, visibility to student schedules, classroom space, technology support).
- c. Data Access.** Describe all forms of District Student Data that you will require the District to provide access to, collect, maintain, or analyze.

*NOTE: Districts have a choice about how to proceed to the “PRICING” portion of this RFP template, below. You may: 1) set specific prices for the base payment and each outcome; 2) set a range of prices, indicating a dollar range for the base amount and each outcome that the proposals must fall in; or 3) set only the outcomes and request that the Providers offer prices. Should you choose option 3 (setting outcomes, but not prices), be sure to include the maximum award amount and the number of students the District plans to serve. The OBC Playbook and the OBC Rate Card offer guidance and tools for setting prices.*

- 4. PRICING:** In this section, use the rate card below to outline a pricing schedule that identifies all pricing elements necessary to accomplish the RFP goals.
- The dollar cost of services per participating student proposed should factor in the maximum fee (including any out-of-pocket and/or travel expenses) the District will be charged for the services. [The district may want to include references about OBC for vendors to help prospective vendors respond successfully, e.g., “For more information about establishing prices in outcomes-based contracts, please see OBC Playbook and OBC Vendor Workshop led by the Southern Education Foundation.”]
  - The full Base Payment per participating student is earned when [include the service delivery that qualifies the vendor to receive a base payment. In our tutoring example: “defined as any student who is present for at least 3 consecutive tutoring sessions.”]
  - The full Base Payment per participating student must be no greater than [insert percentage; we recommend 40-50%] of the total of the Price column. [Alternatively, the District could specify the dollar amount of the Base Payment.]
  - Payments other than the Base Payment are collectively the “Contingent Outcomes Payments”.
  - The total Program fee paid shall not exceed [enter District maximum, e.g., \$350,000]. Because it is unlikely that all students will succeed fully in the outcomes below, a total eligible amount multiplied by the number of students may exceed the District Maximum.

Outcomes Rate Card Template		
Outcome	Metric	Price
Base Payment 1	\$ / student paid upon execution of the contract	[enter price if district is setting; leave blank if district wants the vendor to offer prices]
Base Payment 2	\$ district pays per student [after meeting the threshold of service delivery defined in 4b above, e.g., attending at least 3 consecutive tutoring sessions.]	[enter price if district is setting; leave blank if district wants the vendor to offer prices]
[Outcome 1 example: Growth in math]	[Metric 1]	[enter price if district is setting; leave blank if district wants the vendor to offer prices]
[Outcome 2 example: proficiency in a specific domain]	[Metric 2]	[enter price if district is setting; leave blank if district wants the vendor to offer prices]
Total eligible amount per student:		[enter amount if district is setting prices; leave blank if district wants the vendor to offer prices]

## SCOPE OF WORK AND PROJECT REQUIREMENTS

The District is excited to extend this Request for Proposals to seek a new partnership with providers (the “Providers”) for the provision of services (the “Program”).

The aim of the Program is to [describe intent of the program; this gives the prospective vendors more context about why the district is contacting for this service. For our tutoring example: “remedy learning loss that has occurred due to the pandemic, with a priority on serving students of color, English language learners, students with disabilities, and students experiencing poverty. The District is open to virtual, in-person, or hybrid tutoring models and appreciates Providers with experience adapting to changing conditions (e.g., flexibility in response to potential COVID-19 disruptions to in-person learning).”]

The District’s primary focus is on its goals and outcomes and not on how the Program is ultimately operated. As long as the Program meets the District’s minimum service level requirements for sessions and Program length, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The Provider will be paid a base rate for every participating student for its [tutoring] services plus additional contingent payments for every student based on the outcomes students achieved and as specified in the Rate Card in this RFP. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

- 1. DISTRICT GOAL.** The District’s overarching goal for the Program is [insert overarching goals, e.g., “Every child is successful at Algebra.” Or “To remedy math learning deficits caused by pandemic interruptions.” Or “To rapidly improve math results for students who were disproportionately impacted by the pandemic and/or other systemic factors.”] The District seeks a Provider to help support this goal through the provision of [service, e.g., high-quality math tutoring services.]
- 2. PROGRAM SIZE AND STUDENT POPULATION.** The District seeks to serve [insert number, e.g., 350] students through the Program. Information about the likely student population is included below. The District shall determine which students are eligible for the Program but note that the makeup of the participating student population may not match the table below precisely.

Student Population Data Template	
<i>[grade level, subject area, program participation, English language proficiency, etc. Any information that provides a great portrait of the students the vendor will support.]</i>	
<i>[include baseline performance data' this baseline data is important for the vendor to have a sense of the gap between current performance and the outcomes in this RFP. If you do not have data for the specific student group, use historical data for similarly performing students, while noting the data is technically for a different group of students]</i>	

- 3. PROGRAM LENGTH AND REQUIREMENTS.** The District will arrange for participating students to be available for [service, e.g., tutoring sessions during/after/before the school day.] The Program will run for [insert information about duration of program, e.g., 12 weeks or insert calendar start/end dates].
- 4. MINIMUM SERVICE LEVEL FOR SESSIONS.** [Insert language about minimum service requirements, e.g., “To meet the minimum service level, the Provider must provide every participating student with a qualified math tutor for the duration of each session throughout the Program Length above. If a student is absent for greater than 10% of scheduled sessions, the District can replace that student with another at the District’s discretion. Both the old and the new student’s outcomes will count for the purposes of calculating Contingent Payments but only one Base Payment applies.]
- 5. PAYMENT OUTCOMES.** The expected outcomes tied to payment are detailed in the Outcomes Rate Card in this RFP. The District shall administer the assessment(s) [name assessments here, e.g., end of unit tests, NWEA assessments, end of course tests, etc.] to establish baseline data for participating students and again at the end of the program to measure outcomes. Provider will be entitled to send a representative to observe the assessment administration, as applicable and appropriate.
- 6. PROCESS OUTCOMES.** Along with using Payment Outcomes to evaluate program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. Through additional data collection and analysis, with the assistance of the school and District, programs can learn and continuously improve [type of, e.g., tutoring] services. In addition to the Payment Outcomes that are required in the contract, Districts may partner with providers to collect additional “Process Outcomes.” These metrics will be used to inform continuous improvement and will support ongoing learning and improvement. Process Outcomes may include additional data that the provider will collect, or may be measured by existing data and assessments that the school and District can access and share. In the contract, District and Provider will agree to the complete list of Process Outcomes and identify which party is responsible for tracking and sharing the data and on what timeline. The following are examples of Process Outcomes:
  - a. Weekly student attendance (see above)
  - b. The Provider’s timely reporting, communication, responsiveness, and collaboration with the District’s requests
  - c. Social-Emotional Learning (SEL) outcomes
  - d. District surveys of students about their satisfaction with the services, as and when the District chooses to make such surveys
  - e. Feedback from teachers and principals about their satisfaction with the services.
- 7. PARTNERSHIP.** The District seeks to establish a collaborative partnership with the Provider(s) chosen for this Program. The District will provide student-level data to guide Program services as necessary and as permitted by state and federal law. The District and the Provider(s) will also convene no more frequently than every two weeks in evidence-based continuous improvement meetings to discuss Program implementation, progress on Payment and Process Outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

- 8. STUDENT ATTENDANCE.** For sessions immediately before or after the school day, or during, the District shall be responsible for ensuring student attendance at the Program sessions. If the sessions are scheduled for evenings or weekends, the Provider will be responsible for ensuring student attendance. The Provider shall report weekly to the District the student's attendance at tutoring sessions and the results of any interim assessments administered by the Provider.
- 9. PARTICIPATING STUDENTS.** The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number. Students may only be removed from the Program by mutual agreement. Students may be removed because they succeed at the outcomes quickly; they may be removed for other reasons as well (absence, lack of engagement, etc.). Any student who receives [the service, e.g., tutoring] who meets the contingent outcomes will count for the purposes of calculating Contingent Payments.
- 10. DISTRICT RESPONSIBILITIES.** The District is responsible for providing the conditions to enable the [services, e.g., tutoring] to occur. This includes District responsibilities as agreed to by the District and Provider.
- 11. CONTRACT EXTENSION.** The District may extend the contract for the Program with the Provider if the District is satisfied with the Outcomes achieved, and in the District's sole judgment, the Provider provides valuable support to the District's Goal.
- 12. EARLY TERMINATION.** If the Payment or Process Outcomes show the Program is unsuccessful through no fault of the District, and the Provider is unable to remedy the issues within thirty (30) days of notice, the District may terminate the Contract early.

## SPECIAL TERMS AND CONDITIONS

*[Standard District terms and conditions should include the following:]*

- 1. METHOD OF PAYMENT.** [Insert percentage; we recommend 50% to help with cash flow for vendors] of the total Base Payment for participating students shall be paid to Provider on execution of the contract and the remainder shall be paid after [insert duration which will be dependent on the overall length of the program; consider  $\frac{1}{3}$  to  $\frac{1}{2}$  into the duration of the program] of the services have been delivered and for every student that has met the minimum threshold of services [e.g., attended at least 3 consecutive tutoring sessions.] Contingent Payments shall be paid at the end of the Program term upon completion of the final assessment for all participating students.
- 2. METHOD OF AWARD.** The District will make its award based on evaluation of the written proposals to determine the most qualified Provider or Providers that provide the best value to the District and that are most likely to improve student outcomes. A maximum of 100 points will be awarded. The point totals are as follows:

*NOTE: If you have stipulated prices in the rate card above, you will need to reallocate the points for "Price" in the chart below to other criteria. The points in the "Price" category are only relevant if the vendors are bidding prices.*



Criteria Category	Description	Points
Service Model & Population	Applicant has experience and/or an evidence-informed approach to providing [services, e.g., math tutoring services] to historically underrepresented student populations.	15
Capacity	Applicant has capacity to serve student population, in terms of numbers of staff with the ability to serve the identified student population.	15
Outcomes & Evaluation	Applicant provides services that have a demonstrated track record of achieving the payment outcomes in this RFP and a theory of change that supports outcomes achievement.	15
Continuous Improvement and Collaboration	Applicant has experience collecting and analyzing performance data to continuously improve service delivery  Applicant has experience collaborating with institutions, students, and as part of larger workgroups in delivering and improving services to achieve outcomes.	15
Price	Applicants bids a price that serves the desired student population, anticipates the most growth for that student population, and is within the maximum allowable budget.	40

3. **DATA PRIVACY AND SECURITY COMPLIANCE.** Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.
4. **SCHOOL OFFICIAL.** To the extent Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a “school official” within the meaning of FERPA. Provider will be under the direct control of District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA, and Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.
5. **DATA SECURITY.** Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.
6. **INSURANCE REQUIREMENTS.** [Insert specialized district insurance requirements, such as molestation insurance, etc., necessary for direct supervision of students]
7. **HEALTH AND SAFETY REQUIREMENTS.** Provider will comply with all District health and safety requirements, as applicable.

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