

# The Open Technology Fund

## Request for Proposal for Rapid Response Fund

*Submit all proposals by 15 December 2022 to: [rapidresponse@opentech.fund](mailto:rapidresponse@opentech.fund)*

### 1. Background

The Open Technology Fund (OTF), an independent 501(c)(3) non-profit corporation registered in the District of Columbia (Washington, DC), United States, supports technology-centric projects and research, which empower world citizens to have access to modern communication channels free of restrictions, and allow them to communicate without fear of repressive censorship or surveillance.

OTF is soliciting proposals from service providers including organizations and individuals interested to provide services to OTF's [Rapid Response Fund](#).

### 2. About the Rapid Response Fund

OTF's Rapid Response Fund aims to facilitate the digital emergency response community to resolve threats in a timely and comprehensive manner for individuals, communities, and organizations that have experienced digital emergencies or digital attacks that have limited their freedom of expression or compromised their ability to operate securely. To resolve digital emergencies, OTF offers both direct financial support as well as technical services from trusted partners to high-risk people and organizations such as bloggers, cyber activists, journalists, and human rights defenders.

OTF currently works with three wide-reach emergency response delivery partners on the Rapid Response Fund. We aim to add more partners to the network that specialize in regional and local expertise, who are fully immersed in the local context of the communities they hope to serve. We believe the addition of regional and local actors will further strengthen the Rapid Response Fund as a digital emergency response facilitator.

Through this call for proposals, OTF aims to expand our network of trusted partners who have diverse technical, thematic, and regional expertise to respond to digital emergencies from around the world.

For more information about our existing partners, please visit the [OTF website](#).

### 3. Services Requested

Prospective OTF Rapid Response Service Providers are expected to provide the services in **at least one** of the Primary Service Categories listed below (not necessarily every service under the category). Applicants should specify in their application which Primary Service Category(ies) they will provide.

In addition to the Primary Service Categories, Service Providers must be able to provide the Support Services described below.

Selected Rapid Response service providers will also be responsible for case identification and referral network triage, as well as management of requests for support. Service partners will also ultimately carry out the work requested, with OTF's oversight and support.

#### A. Primary Service Categories

##### Category (1): Organizational Security & Digital Security Support

- Digital security audits for organizations
- Urgent risk mitigation for organizations
- Rapid assessment and crisis response planning for organizations
- Organizational security improvements
- Digital security mentoring

##### Category (2): Digital Attacks Response & Forensic Analysis

- Analysis of malicious mobile apps
- Security Audits of web applications and systems
- Forensic analysis of digital attacks
- Recovery of compromised websites
- Audit of compromised websites
- Malware analysis
- DDoS response and mitigation
- Web application and website vulnerability assessments
- Analysis of compromised mobile phones

##### Category (3) Web Hosting

- Migration and onboarding support
- Secure web hosting
- Secure hosting, monitoring, and resiliency of websites during special events (elections, campaigns etc.)
- Provision of human rights abuse documentation tools

- Enabling access to blocked websites (e.g. website mirroring)

#### Category (4): Censorship Events and Network Shutdowns Response

- Establishing VPN servers during digital emergencies
- Providing alternative applications for communications and internet access during shutdowns/censorship events
- Analysis of Internet disruption events
- Network shutdown response

#### Category (5): Localization

- Translation of relevant documents and/or digital security guides
- Localization of circumvention tools, secure messaging tools, or any other privacy-enhancing tools in response to digital emergencies

### B. Support Services

- **Problem assessment and submission to OTF:** The trusted partners would be responsible for assessing the cases they receive, identifying the problem and the suitable intervention, and submitting an application to OTF to obtain a signed work order to carry out the work.
- **Communication and coordination with organizations and individuals, OTF, and other RR vendors if needed including translation of relevant material.**
- **Outreach activities** including with local networks and conference attendance to promote rapid response services and encourage greater community coordination
- **Follow up and report to OTF.**

## 4. Pricing & Fee Schedule

Provide a fully-burdened hourly rate (inclusive of fringe benefits and overhead) for labor for providing services to Open Technology Fund on a per-work-order basis.

Provide a detailed description of each service you would provide, what that entails, and the fixed pricing for that service, including technical specifications for different services, capacity, duration, etc.

If you provide a discount on your regular commercial rates, please also provide those commercial rates for comparison.

Please download a copy of [this budget template](#) and fill out the required information. The budget provided will be used for evaluation purposes only, and any contract awarded will be based on hourly rates according to actual labor hours plus costs incurred according to agreed-upon rates and/or receipts, insofar as those costs are allowable under 2 CFR 200.

## 5. Qualifications

In addition to the services and pricing, Please include your relevant qualifications on the following:

1. **Network and community:** Describe the organizations and individuals you aim to focus on as a Rapid Response Fund partner, and list any relevant work you have carried out with activists, human rights defenders, journalists, and the internet freedom community.
2. **Promotion and outreach strategy:** Describe your outreach strategy to the relevant network and community you've described above. How would they learn about the OTF Rapid Response Fund and the services you provide?
3. **Institutional capacity and record:** Provide information on your capacity to handle rapid response cases and the services you would provide. Provide information on the languages you/members of your team speak at a professional capacity.
4. **Methodology and responsiveness:** Describe your incident response approach. How do you plan to triage cases? How do you plan to receive reports and cases? What are the communication channels available to the community you would serve? List the days/hours you are open to receive cases and process them.
5. **Governance structure:** Elaborate on your entity governance structure and your experience in handling sensitive data and the procedure you would follow to protect the privacy and security of the applicants you work with.

## 6. Submission Requirements

All proposals should include:

1. An overview of your organization, company or individual expertise;
2. Specify the Service Category/Categories of work described in Section 3 for which you are applying;
3. Relevant qualifications including your responses to Section 5 above;
4. Pricing / Fee Schedule in accordance with Section 4 above;
5. Biographical sketches or CVs of the key employee(s) and staff who would be assigned to this project;
6. Other relevant services you provide, if any;
7. Two (2) letters of support from groups you worked with and who are part of the community you aim to serve;
8. Restrictions, if any, on the use of data contained within a proposal; and
9. Acknowledgement that the vendor accepts the Standard Provisions in Appendix A.

## Proposal Instructions

Submit by December 15, 2022 at [rapidresponse@opentech.fund](mailto:rapidresponse@opentech.fund).

## Schedule of Activities

October 13, 2022

RFP announced

December 15, 2022

Proposal submission due

## **7. Selection Process**

The criteria for selection of the successful proposal will include adequacy and completeness of the proposal, general experience, qualifications, and review of prior work. Although the price will be an important factor, it will not be the only factor considered.

In addition to service offerings and pricing, OTF will also consider: the network and community of the applicant, their outreach and communication strategy, their qualifications, and their strategy to respond to rapid response cases and digital emergencies.

## **8. IDIQ Contract Mechanism**

Indefinite deliverable, indefinite quantity (IDIQ) contracts will be offered to the selected vendors (organizations or individuals) for the purpose of establishing a long term arrangement under which Task Orders are executed to provide the Rapid Response services described below in an expedited, streamlined manner. Following the execution of an IDIQ contract, services will be contracted on a per-task-order basis as need arises.

The IDIQ will be one (1) year in length with options to extend on an annual basis for up to three (3) years. The initial maximum aggregate ceiling for all Task Orders executed under the IDIQ with a single organization will be \$150,000 for the first year. Should OTF choose to exercise option years and extend the IDIQ, this ceiling will be raised.

As the work is performed via Task Orders, OTF cannot guarantee that the full ceiling value will be met.

## **9. Other Provisions**

All costs incurred in the preparation of the proposal response to this RFP will be the responsibility of the responding vendors and will not be reimbursed by OTF.

Due to OTF's evaluation process for RFPs, it cannot sign non-disclosure agreements with any bidder.

All material submitted regarding this RFP becomes the property of OTF and will only be returned to the bidder at OTF's option.

OTF reserves the right to accept or reject any or all bids, in whole or in part, to take exceptions to the RFP specifications, and to waive any requirements stated herein.

OTF reserves the right to make an award based solely on the proposals or to negotiate with one or more vendors.

Issuance of this RFP, preparation, submission, and evaluation of bidder responses does not commit OTF to award a contract to any vendor.

The award of the IDIQ contract does not guarantee the award of work orders under that contract, which will vary based on need and availability.

OTF reserves the right to cancel or modify this solicitation at any time for any reason within its sole discretion without liability.

In accordance with applicable federal regulations, the awarded IDIQ will include a termination for convenience provision, and will also include the relevant U.S. Government provisions, which are attached here as Appendix A.

#### 10. Questions

Organizations may contact [rapidresponse@opentech.fund](mailto:rapidresponse@opentech.fund) with questions regarding this RFP. If it becomes necessary to revise any part of this RFP, an Addendum will be publicly posted and provided to each vendor that received the original RFP.

## Appendix A: STANDARD PROVISIONS FOR USG-FUNDED AGREEMENTS

1. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any U. S. Government department or agency.
2. USG Funding Agency Non-liability. The USG Funding Agency does not assume liability for any third party claims for damages arising out of this Agreement.
3. Travel. The Consultant agrees to use U.S. flag carriers to the extent possible for all air travel and transportation arrangements funded by the U. S. Government under this Agreement. The Consultant must abide by the requirements set forth in the Fly America Act of 1974, which is incorporated by reference.
4. Rights to Invention. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
5. Equal Employment Opportunity. If the Agreement is to be performed in the U. S. or to be performed with employees recruited in the U. S., the Consultant agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
6. Nondiscrimination. To the extent such laws apply to the Consultant; the Consultant agrees to abide by U.S. laws in regards to nondiscrimination of U.S. citizens or legal residents working under the Agreement.
7. Worker's Compensation. For Agreements that require performance outside the United States, the Consultant agrees to provide Worker's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. It is the responsibility of the Consultant to obtain such waivers. The Consultant shall notify OTF of all requests for waivers.
8. Anti-Lobbying. For Contracts of \$100,000 or more, the Contractor certifies that no funds will be used to lobby, influence or attempt to influence any person or organization in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352.
9. Prohibition on certain telecommunications and video surveillance services or equipment Where applicable, Contractor certifies that none of the funds payable under this contract will be used to procure or obtain the equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system in compliance with the National Defense Authorization Act. Covered telecommunications equipment and services include the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**10. Prioritization of certain enterprises.** Where applicable, subcontracts awarded under this contract, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.