Open Technology Fund Request for Proposals for the User Experience & Discovery Lab (UXD Lab)

Open Technology Fund (OTF) is soliciting proposals from service providers, organizations and individuals interested in providing services to OTF's **User Experience & Discovery Lab (UXD Lab)**—formerly the <u>Secure Usability & Accessibility Lab (SUA Lab)</u>.

The Lab remains strongly committed to offering comprehensive, holistic user experience support to internet freedom-enhancing technologies. The UXD Lab will continue to offer usability and accessibility audits, design support, and longer-term coaching (among other offerings) to support projects with their **usability** and **accessibility design** needs, as in the previous version of the Lab.

The Lab will also support the design and implementation of **user-centered research** and other **discovery services** – helping technical projects to understand who their users are, and what they need from internet freedom technologies. All new discovery services supported under the Lab should have clear, practical applications for improving internet freedom technologies' user experience.

OTF is an independent 501(c) non-profit corporation registered in the District of Columbia. OTF is fully funded by the U.S. Government.

OTF supports the research, design, development, and deployment of technology projects that counter online censorship and combat repressive surveillance, to enable global internet users to exercise their fundamental human rights online.

History

In November 2015, Open Technology Fund in partnership with Simply Secure started to offer usability audits to FLOSS circumvention and digital security tools, to help them recognize and solve usability challenges that hampered the adoption of those tools where they are needed the most.

In March of 2018, after consultation with the OTF community and a public RFP, the Usability Lab was expanded with three additional partnerships, as well as the ongoing collaboration with Simply Secure, and the number or services offered was expanded to provide more types of usability support to tools.

Then again, in 2021, responding to further community needs, the Lab was honed and expanded to respond to circumvention and digital security tools' urgent need for accessibility support: the Secure Usability and Accessibility Lab (SUA) came to life in November that year.

We are incredibly grateful to our current SUA Lab partners, and are incredibly proud of the support that the Lab has provided to the internet freedom community in its various forms since 2016. However, we understand that the challenges faced by the internet freedom community are constantly evolving, along with projects' needs. It is our hope that through this RFP we will be able to expand the Lab, and bring new usability, accessibility, and user-centered research support partners on board to continue providing crucial design services to the wider community.

The reshaping of the Lab is designed to encourage additional focus on discovery and exploratory user-centered research. This is in response to a need we have observed in the applications we have received, and feedback from a number of the projects we've funded. Currently, opportunities for meaningful feedback loops on the usability, accessibility, and appropriateness of technologies for at-risk and marginalized internet users in internet-repressive societies are limited, and can sometimes be taking place only at later times in the technology development cycle.

By bringing more resources and community expertise to the initial discovery phase of the technology development process, we hope developers will be able to design and develop their cutting-edge internet freedom technologies with a more grounded, and fuller understanding of the needs of the users they are designing for.

Scope of Services Requested

Service providers awarded contracts under the UXD Lab will provide internet freedom projects with user-focused research, usability and accessibility support services based on the scope of services below.

OTF intends to award indefinite deliverable, indefinite quantity (IDIQ) contracts to multiple vendors with a performance period of two years, with the option to extend for an additional period of up to two years. The maximum ceiling for an awarded IDIQ agreement will be up to \$200,000 for the first two years and up to \$200,000 for the optional period(s), should OTF choose to exercise the option. Please note that exercising optional periods are at the sole discretion of OTF. Awarded IDIQ agreements' final maximum value will depend on the stated availability and capacity of selected service providers and the availability of funds.

Following the award of IDIQ contracts to selected vendors, work will be ordered on a per-work-order basis as needed, and OTF does not guarantee that the full ceiling value of the IDIQ contract will be used.

Those vendors are expected to provide at least one of the Primary Services listed below (not necessarily every service under the category) in addition to providing the Support Activities.

Applicants should specify in their application which primary services they want to provide, and the price for each primary service. **The pricing should be in the form of a fully-burdened hourly rate for each service inclusive of the support activities.**

OTF will also consider the cost of any conference attendance that may be necessary as part of the services to be provided, so long as the costs follow the requirements of the U.S. Federal Travel Regulations and per diem lodging and M&IE rates as set by the U.S. General Services Administration and/or U.S. Department of State. Such travel should be relevant to the provision of Primary Services, and should not be for the sake of outreach or other secondary services alone.

Primary Services

I - User Discovery Services:

Technical projects can sometimes find it challenging to get a clear picture of how their technologies might be received by users in repressive, and sometimes difficult-to-access communities, and as such, may have limited insight as to how they should consider usability for different global contexts.

In the UXD Lab, we want to empower efforts to support more user-centered and exploratory research at the earliest stage of a technology's design process: the discovery phase.

To this end, we're hoping to work with new partners who could assist free and open-source (FOSS) technical projects to engage in user-centered research efforts, to deepen their understanding of the needs of the communities they are seeking to support, and to ultimately help to inform the usable and context-appropriate design of the technologies they are building.

Strong applicants for this service category would have experience in exploratory and user-focused research, experience working with emerging and novel technology projects, and most importantly, would have substantial experience working safely and sensitively with at-risk communities in internet-restrictive contexts.

Efforts supported under this category should have clear, practical applications for usability and accessibility design.

User Discovery Services Scope:

- Secure user research;
 - o Interviews;
 - Focus groups;
 - Journey mapping;
 - Systems mapping;
- Audience & early adopter mappings;
- Exploratory research;
- User testing and feedback sessions;
- Supporting the design of sustainable user feedback flows.

II - Usability and Design Services

The scope of the Lab's usability and design services remain largely unchanged from the previous iteration of the Lab. Usability and design services provided will support technology projects with audits, design and usability support, and longer-term coaching services throughout the design phase. The breadth of services is designed to ensure that usability issues can be diagnosed and addressed quickly, while ensuring that our vendors will still be able to provide longer-term capacity-building and coaching to projects that are trying to build their internal usability and design capacity.

Strong applicants for this service category would have substantial experience in UX, DX and/or UI design and implementations, particularly for circumvention, privacy-enhancing, or other internet freedom-focused tools and technologies. They should be attuned to the usability needs of at-risk and vulnerable users in adversarial internet environments.

- User experience (UX), developer experience (DX), and user interface (UI) ideation;
- UX, DX, UI prototyping and wireframing:
 - There are three levels of fidelity: low, mid and high (Design fidelity refers to the level of details and functionality built into a prototype.)
 - Low fidelity prototypes consist of sticky notes and sketches: great for high-level brainstorming and collaboration;
 - Mid-fidelity prototypes are often called wireframes;
 - High fidelity prototypes mostly represent the final feel of the products;
- UX visual identity support
 - Typefaces: font development and typography
 - o Interface design
 - Responsive Design

- UX feedback sessions
- Usability coaching and support services
- UX/UI design services for emerging free and open source software (FOSS) security-enhancing, privacy-enhancing, and circumvention technologies;
- Offline-first UX/UI design and development;
- Privacy-first design;
 - o Privacy embedded into design: privacy into every design and functionality;
 - o End-to-end security & lifecycle protection;
 - User-centric privacy research;
- Secure usability audits and heuristic reviews.

III - Accessibility Design Services

The scope of the Lab's accessibility design services are also expected to go relatively unchanged in the next iteration. These services should be focused on offering accessibility design support to technology projects during the design phase, to ensure that individuals with disabilities are able to access and use all privacy- and security-enhancing tools and circumvention technologies without impediment.

Strong applicants for this service category will have substantial experience in accessibility design, a strong understanding of WCAG 2.2 accessibility guidelines, and a record of undertaking accessibility support for technical projects serving at-risk or marginalized communities in internet-repressive environments.

- Accessibility audits;
- Digital (web and mobile) accessibility trainings;
- UX feedback sessions;
- Accessible UX/UI design support;
- Accessible UX/UI development support;
- Accessibility coaching and support services;
- Neurodiversity-inclusive accessibility support.

IV - Post-Release Usability & Accessibility Services

The scope of post-release usability & accessibility services is focused primarily around auditing, quality assurance, and user testing efforts. This Lab service is designed to ensure that projects can continue to assess themselves, and find ways to improve their usability and accessibility after the project has been released.

Strong applicants for this service category will have a clear, demonstrable record of usability and/or accessibility audits, and an established, clear methodology for undertaking them. Applicants may also be able to organize and facilitate quality

assurance and user testing sessions with relevant user groups, and synthesize clear, actionable recommendations to the technology project for improvements.

- Usability audits and heuristic reviews;
- Accessibility audits;
- Quality Assurance & user testing.

Support Activities:

In addition to one or more of these services, the vendor will be expected to carry out the following support activities:

- Intake, scoping and liaising with OTF Program Manager: The vendors will be solely responsible for identifying suitable UXD Lab engagements and opportunities, scoping out the engagements, and getting approval from the responsible OTF program manager.
- Promotion and Outreach: The vendor will be expected to engage in outreach to the internet freedom community, and make relevant stakeholders aware of UXD Lab and its services.
- **Reporting:** The vendor will be expected to submit a short monthly report on activities, as well as provide a report on completed usability lab engagements to share acquired knowledge for the benefit of the community.

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 UXD Lab partner, and list relevant experience working with activists, human rights defenders, journalists, and the wider 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 UXD Lab and the services you provide?
- 3. **Institutional Capacity and Record**: Provide information on your capacity to provide Secure Usability and/or Accessibility services.
- 4. **Security Protocols:** Please elaborate on your experience in handling sensitive data and the procedures you/your organization has in place to protect the privacy and security of the applicants you work with particularly those facing higher levels of risk, and those with sensitive profiles.

Proposal Submission

Please send your full submission by **Friday, February 16th 2024** to **uxdlab-rfp@opentech.fund**.

Information to be submitted in your Proposal *must* include the following information. Please double-check that your submission contains *all* of the required information before submitting. Please include:

- 1. An overview of your organization, company or individual expertise;
- 2. Specify the Primary Services which you will provide as a Service Partner, along with fully burdened hourly rates;
- 3. Confirm your understanding of, and ability to provide, the listed Support Services in addition to the Primary Services;
- 4. Describe and provide evidence of relevant qualifications for Primary and Support Services as listed above, including: 1) Network and community 2) Promotion and outreach strategy 3) Institutional Capacity and Record 4) Security Protocol.
- An overview of your predicted capacity to offer services under the Lab, including how many engagements you expect to undertake per month and/or year, if selected;
- 6. Biographical sketches or CVs of the key employee(s) and staff who would be assigned to this project;
- 7. An overview of other relevant services you may provide, if any;
- 8. Two (2) letters of support from groups you worked with and who are part of the communities you aim to serve. Please attach their reference letters, and not just their contact details.
- 9. An acknowledgement that the vendor accepts the Standard Provisions in Appendix A.

Pricing

Provide a <u>fully-burdened</u> hourly rate for providing services to Open Technology Fund on a per-work-order basis. If you are providing a discount on your regular commercial rates, please also provide those commercial rates for comparison. OTF will not be separately covering materials or incidental costs, so please ensure your hourly rate will cover <u>all</u> costs associated with the services to be provided.

Any travel necessary for the implementation of Lab services will have costs covered via reimbursement, with allowable costs agreed on a per-work-order basis. As such, these costs should not be built into your fully-burdened rates.

Individuals have until January 31st, 2024 to contact james@opentech.fund with questions regarding this RFP. The questions will be collected and answers will be published publicly

on the OTF website. If it becomes necessary to revise any part of this RFP, an Addendum will be published on the OTF website.

Restrictions on the use of data contained within a proposal must be clearly stated. 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.

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.

Schedule of Activities

January 10th, 2024 RFP announced

January 31st, 2024 Deadline for Questions
February 16th, 2024 Proposal submission due
May 20th, 2024 Anticipated start date

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.

We will primarily be evaluating price in relation to an applicant's expertise, experience, and record. We will not be considering geography as a factor when evaluating applications' hourly rates, and so we advise all applicants globally to price themselves in relation to the expertise and skill sets they feel they will bring to the Lab, and with reference to international rather than locally adjusted practitioner rates.

OTF reserves the right to accept or reject any or all bids, 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.

Other Provisions

OTF, in its sole discretion, will make the final determination as to the acceptability of all work products due hereunder.

The vendor shall not issue, or permit to be issued, during the period covered by this contract or at any time thereafter, publicity in any form respecting the work hereunder or the fact of its participation herein, unless such publicity is first approved in writing by OTF.

In the event any portion of the cost of the services provided hereunder includes travel cost reimbursement, the vendor shall obtain advance approval of OTF and all travel expenditures must conform to the Standard Government Travel Regulations.

The vendor hereby agrees that all Work Product produced under the contract will be the sole property of OTF and the fees to be paid to the Vendor are full, fair and adequate compensation for Vendor's conveyance to OTF of copyrights in all Work Product.

The awarded contract will be based on OTF's standard contract terms, including a termination for convenience provision, and will also include the relevant U.S. Government provisions, which are attached here as Appendix A. Please note these terms are subject to change.

APPENDIX A STANDARD PROVISIONS FOR USG-FUNDED AGREEMENTS

- 1. <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion.</u> 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. <u>USG Funding Agency Non-liability.</u> The USG Funding Agency does not assume liability for any third party claims for damages arising out of this Agreement.
- 3. <u>Travel.</u> 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. <u>Rights to Invention.</u> 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. <u>Nondiscrimination.</u> 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. <u>Anti-Lobbying.</u> 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.
- 8. 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.
- 9. <u>Prioritization of certain enterprises.</u> 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.