

## DISTRICT OF COLUMBIA PUBLIC SCHOOLS

## ABSTRACT OF CORRESPONDENCE

THE OFFICE OF THE  
GENERAL COUNCEL  
2014 NOV 17 PM 4:06

TO: Kaya Henderson  
Chancellor

FROM: Ernestine Benedict

DATE: November 14, 2014

SUBJECT: MOU with OCTO for Web Migration Services

1. Summary of Key Points (Brief): MOU provides funding for OCTO to continue web migration work begun in FY14.
2. Special Concerns: none
3. Action Required: signature
4. Contact Person: Thalia Washington Phone: (202) 442-5191

## 5. Chancellor's Action:

☒ Approved ☐ Disapproved ☐ Modify ☐ Discuss

## REMARKS:

MR. K. Henderson 11/17/14  
Kaya Henderson Date

## CLEARANCE:

	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY	CLEARED BY
SURNAME & DIVISION (TYPED)	Ernestine Benedict, OCOM	Peter Weber ODS	Lisa Ruda ODC	Robert Utiger OGC	Don Sink OCFO
INITIAL & DATE	<i>EB</i> 11/17/14	<i>PW</i> 11/17/14	<i>LJR</i> 11/17/14	<i>RU</i> 11/17/14	<i>DS</i> 11/18/14

PLEASE SEND A FULLY EXECUTED COPY OF THE DOCUMENT TO OGC

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**  
**AND**  
**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Public Schools, the buyer agency, ("DCPS" or "Buyer"), the buyer agency and the District of Columbia Office of the Chief Technology Officer, the seller agency ("OCTO" or "Seller"), each referred to herein as a "Party" and collectively referred to herein as the "Parties."

DCPS has requested OCTO to provide consulting services related to the migration of its primary agency website ([www.dcps.dc.gov](http://www.dcps.dc.gov)) to the District's Drupal content management system. DCPS will participate in the effort by providing appropriate assistance with the design of the new website, migration of content and review of the new website.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

The DC.Gov web portal consists of over 100 District government websites, including the DCPS website. OCTO has selected the Drupal content management system (CMS) as the web platform on which these websites will run. This will ensure an efficient administration of all websites. It also ensures that information architecture, as well as the look and feel of all District websites, are consistent such that District residents are confident they are dealing with the District government. As of October 2014, all District agency websites already run on the Drupal platform with the exception of DCPS and the Office of Cable Television.

The current DCPS website runs on a legacy CMS (OpenText), with a home page template whose information architecture and look and feel is not consistent with the District's web portal. The goal of this effort is 1) to design a new home page template that, while maintaining a high quality look and feel of the current website, aligns and brings into compliance the new DCPS website to the overall branding of the DC.Gov portal and 2) to migrate the DCPS website content to the Drupal platform.

While DC Public Schools and OCTO work together to develop a new design for the DCPS main website and migrate the content to the Drupal content management system, OCTO will provide DCPS with OpenText expertise and maintenance support for its existing website.

#### **IV. SCOPE OF SERVICES**

OCTO will engage a website migration team through the District's IT Staff Augmentation (ITSA) program to create a new template for the DCPS website, work with DCPS to develop and sitemap for the new website, advise DCPS with the creation of any new web content, and complete the migration of content to the new site.

##### **A. RESPONSIBILITIES OF DCPS**

1. The Buyer agrees to the terms, projected cost, and fund availability associated with this MOU.
2. The Buyer agrees to identify and communicate a project prioritization and approval process through the DCPS Office of Family and Public Engagement.
3. The Buyer agrees to provide OCTO with clearly defined priorities for competing projects through the above prioritization and approval process.
4. The Buyer shall review and sign-off on acceptable effort estimates for tasks identified.
5. The Buyer agrees to the following tasks based on the three project phases detailed in Subsection IV.B to this MOU:
  - a. The Buyer agrees to provide timely updates and information via DCPS program staff as needed for the purposes of developing the new website information architecture and to create or edit web content for the new website.
  - b. The Buyer agrees to sign-off on the final sitemap that will be used as the basis for the new website's information architecture once Buyer finds such documents to be acceptable.
  - c. The Buyer agrees to work in coordination with OCTO to design a new DCPS website homepage template.
  - d. The Buyer agrees to provide DCPS staff capacity resources to assist in the migration of content to the new Drupal system.
6. The Buyer agrees to process an advance of the projected costs for the total amount of the three project phases (as stated in Subsection VI.B) to the Seller immediately after execution of this MOU. An advance will be processed in accordance with the start of the project for a total of \$342,709.00.

##### **B. RESPONSIBILITIES OF OCTO**

1. Provide contracting services to DCPS valued at up to \$417,709.00 (less \$75,000 previously credited to the cost of these services by OCTO, which brings the total cost of this MOU to \$342,709) to include the following (See **Attachment A** for detailed service rates and cost estimates by task):

A. **Phase 1 – Site Prep** (Estimated Cost: \$64,600.00; Estimated Timeframe-3 months)

- i. Work with DCPS to review all current content and determine what to keep/delete during the migration.
- ii. Work with DCPS to determine a final sitemap and structure of the new site.

**B. Phase 2 – Home Page Design and Build** (Estimated Cost: \$116,640.00; Estimated Timeframe 2 months)

- i. Design, in consultation with DCPS, a new home page template for the new DCPS website.
- ii. In consultation with DCPS, build and test a new home page in the Drupal system.
- iii. Train DCPS staff on content entry and CMS management.

**C. Phase 3 – Site Migration** (Estimated Cost: \$155,040.00; Estimated Timeframe 3 months)

**D. Migrate content into the Drupal CMS.** (Note: DCPS will also provide staff migration resources) Extend and maintain a contract with the OpenText vendor for 3 months for \$35,440 to provide ongoing maintenance and support for the current DC Public Schools website ([www.dcps.dc.gov](http://www.dcps.dc.gov)). This contract will be extended through the end of December 31, 2014. On an as needed basis the OpenText staff will support the DCPS website by:

- a. Identifying website system issues,
- b. Diagnosing website system issues,
- c. Remediating website system issues in a timely manner to prevent outages or delay in system administration.

**E. Fund OCTO's OpenText System Administrator** for the the first three months of FY15 (480 hours) for a total of \$45,989. The OpenText System Administrator provides daily monitoring and troubleshooting services for the OpenText system that runs the current DCPS website. Duties include but are not limited to:

- i. Monitoring resource utilization and connectivity of web, application and database servers,
- ii. Troubleshooting and identifying the root causes of any issues arising in any of these servers,
- iii. Remediating issues affecting the performance of the system and the operation of the website.

**F. Continue to provide oversight and professional expertise** in an effort to ensure that DC Public Schools' current website remains online and functional through September 30, 2015.

2. The Seller agrees to the terms, projected cost, and fund availability associated with this MOU.

3. Notify DCPS of any changes to the OCTO point of contact identified in Section XI of this MOU.

## **V. DURATION OF MOU**

- A. The term of this MOU shall be from the last date signed by both parties, through September 30<sup>th</sup>, 2015, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DCPS shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. Total and actual cost for services under this MOU shall not exceed \$342,709.00 for Fiscal Year (FY) 2015. See **Attachment A** for the rates associated with the services to be performed pursuant to this MOU. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided. The Parties agree that although OCTO has entered into a contract with OpenText that provides the vendor a flat fee payment in advance of services being received by the District, DCPS does not, by advancing funds to OCTO for such contract via this MOU, waive any rights of the District under the Procurement Practices Reform Act of 2010 or any applicable law with respect to the OpenText procurement.
2. DCPS may increase the total number of consulting hours covered by this MOU (and by extension increase the total cost for services under this MOU) by executing an addendum any time prior to the expiration of the term of this MOU.
3. Should the cost for services be less than the estimated cost above, the Seller will return the excess funds to the Buyer.

### **B. PAYMENT**

1. Payment for all of the services shall be made through an Intra-District advance by DCPS to OCTO, based on the total and actual cost of services of this MOU.
2. OCTO shall provide reconciliations explaining the total hours expended against the advance at the rates stated in this MOU upon request and upon expiration or termination of this MOU.

3. An advance to OCTO for the services to be performed under this MOU shall not exceed the total and actual amount of this MOU.
4. OCTO shall relieve the advance and bill DCPS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCTO shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that the advances will not be billed and incurred during the current fiscal year. OCTO will return any excess advance funds to DCPS by September 30 of the current fiscal year.
5. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

#### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

### **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

### **VIII. RECORDS AND REPORTS**

OCTO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

### **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

## **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

### **For DCPS:**

Ernestine Benedict  
Director of Communications  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002 Office: 202-442-5041  
ernestine.benedict@dc.gov

### **For OCTO:**

Michael Black  
Project Manager, Application Services  
Office of the Chief Technology Officer  
200 I St, SE, Room 5214  
Washington, DC 20003  
Phone: (202) 727-0833

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

## **XIII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DCPS:

WR for K. Henderson  
Kaya Henderson  
Chancellor, DCPS

Date: 11/19/14

OCTO:

\_\_\_\_\_  
Rob Mancini  
Chief Technology Officer, OCTO

Date: \_\_\_\_\_



## **Attachment A: Cost Estimate**

### **Dedicated Resources and Staffing (Seller):**

- 1) Business Analyst (Rate - \$95.81/hr) Responsible for initial research, development of the final sitemap for the new site (in consultation with DCPS), coordination of the migration with the web editors, consultation on the new design with the designer, development of requirements for the new design with the designer; performing quality checks on the migration of content; consulting with DCPS staff assigned to assist with the migration.
- 2) Web Editor (Rate - \$67.40/hr) Responsible for migrating DCPS content into the Drupal content management system. Works with DCPS staff to ensure content is properly formatted for migration. Once migrated, editors will build the site and then perform quality checks to ensure all content is in and the site is properly functioning.
- 3) Web Designer (Rate - \$117.06/hr) Responsible for developing a new look and feel for the agency home page. Works in consultation with DCPS on the design.
- 4) Web Developer (Rate - \$95.81/hr) Responsible for the coding of the new design for the DCPS home page. Works with the designer and the business analyst to ensure that the look and feel is built to proper specifications. Unit tests new code. Works to correct any defects found by the business analyst or DCPS during final review of the code.

### **Reconciliation of all Costs and Reimbursements**

Phase 1 – Site Prep	\$64,600.00
Phase 2 – Home Page Design and Build	\$116,640.00
Phase 3 – Site Migration and Build	\$155,040.00
Contract with OpenText vendor for 3 months	\$35,440
<u>Support OT System Administrator for 3 months</u>	<u>\$45,989</u>
Subtotal:	\$417,709
<u>Less FY15 Master MOU Reimbursement for OT Support</u>	<u>\$75,000</u>
<b>Total:</b>	<b>\$342,709</b>

INTRA-DISTRICT STANDARD REQUEST FORM

Government of the District of Columbia

PART I

MOU NUMBER: <u>112</u>	Date of MOU: 11/10/2014
Services: Web Migration Services	AMOUNT: \$ 342,709
<b>SELLER INFORMATION</b>	
AGENCY: <u>OCTO</u>	AGENCY CODE: TO0
NAME OF CONTACT: <u>Michael BIAFO</u>	
ADDRESS: <u>200 I Street SE 5th Fl</u>	
<u>Washington DC 20003</u>	
TELEPHONE #: <u>202-727-8472</u>	
FAX #:	
AUTHORIZING OFFICER _____	Date _____
<b>BUYER INFORMATION</b>	
AGENCY: <u>District of Columbia Public Schools</u>	AGENCY CODE: GAO
NAME OF CONTACT: <u>Ernestine Benedict, Chief</u>	
ADDRESS: <u>1200 First Street NE, 11th Floor</u>	
<u>Washington, DC 20002</u>	
TELEPHONE #: <u>202-442-5330</u>	
FAX #: <u>202-4425307</u>	
AUTHORIZING OFFICER <u>Donald Lutz</u>	Date <u>11/18/14</u>

PLEASE SEE NEXT PAGE FOR GOODS/ SERVICES DESCRIPTION AND FUNDING INFORMATION

PART II										
MOU NUMBER: <u>DL2</u>										
SERVICE INFORMATION AND FUNDING CODES										
GOOD/ SERVICE: <u>Web Migration Services and Support FY15</u>										
TOTAL:										<u>\$342,709.00</u>
	AGY	AY	ORG	FUND	INDEX	PCA	OBJ	AOBJ	PROJ/PH	Amount
Buyer	GA0	05	9910	0301	T12C7	95101	0409	0409	T2242C 07	\$ 342,709.00
Seller										
<u>Donald Lutz 11/18/14</u>										

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**  
**AND**  
**THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. INTRODUCTION**

This Memorandum of Understanding ("MOU") is entered into between the District of Columbia Public Schools ("DCPS" or "Buyer"), the buyer agency and the District of Columbia Office of the Chief Technology Officer, the seller agency ("OCTO" or "Seller") collectively referred to herein as the "Parties."

DCPS has requested OCTO to provide contracting and consulting services related to the maintenance of its primary agency website (dcps.dc.gov). This work will be completed in preparation for the agency's migration to the District's Drupal content management system.

**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

The DC.Gov web portal consists of over 100 District government websites, including the DCPS website. OCTO has selected the Drupal content management system (CMS) as the web platform on which these websites will run. As of October 2013, approximately 90 District agency websites already run on the Drupal platform.

The current DCPS website runs on a legacy CMS (OpenText), with a home page template whose information architecture and look and feel is not consistent with the District's web portal. While DC Public Schools and OCTO work together to develop a new design for the DCPS main website and migrate the content to the Drupal content management system, OCTO will provide DCPS with OpenText expertise and maintenance support for its existing website.

**IV. SCOPE OF SERVICES**

**A. RESPONSIBILITIES OF DCPS**

1. The Buyer agrees to the terms, projected cost, and fund availability associated with this MOU.
2. The Buyer will provide timely notification to OCTO on problems related to the site and work collectively to maintain the website and troubleshoot issues as they arise.

3. The Buyer agrees to process an advance of the projected costs (as stated in Section VI.A below) to the Seller immediately after execution of this MOU.

## **B. RESPONSIBILITIES OF OCTO**

1. Provide contracting services to DCPS valued at up to \$143,330.00 to:
  - a. Extend and maintain a contract with the OpenText vendor for 6 months for \$47,523 to provide ongoing maintenance and support for the current DC Public Schools website ([www.dcps.dc.gov](http://www.dcps.dc.gov)). This contract will be extended through the end of FY14 (September 30, 2014). On an as needed basis the OpenText staff will support the DCPS website by:
    - a. Identifying website system issues,
    - b. Diagnosing website system issues,
    - c. Remediating website system issues in a timely manner to prevent outages or delay in system administration.
  - b. Fund OCTO's OpenText System Administrator for the remainder of FY14 for 6 months (1,000 hours) for a total of \$95,810. The OpenText System Administrator provides daily monitoring and troubleshooting services for the OpenText system that runs the current DCPS website. Duties include but are not limited to:
    - a. Monitoring resource utilization and connectivity of web, application and database servers,
    - b. Troubleshooting and identifying the root causes of any issues arising in any of these servers,
    - c. Remediating issues affecting the performance of the system and the operation of the website.
  - c. Continue to provide oversight and professional expertise in an effort to ensure that DC Public Schools' current website remains online and functional through September 30, 2014.
2. The Seller agrees to the terms, projected cost, and fund availability associated with this MOU.
3. Notify DCPS of any changes to the OCTO point of contact identified in Section XI of this MOU.

## **V. DURATION OF MOU**

- A. The term of this MOU shall be from the last date signed by both parties, through September 30<sup>th</sup>, 2014, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive

fractions of a year. DCPS shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.

- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

## **VI. FUNDING PROVISIONS**

### **A. COST OF SERVICES**

1. Total and actual cost for services under this MOU shall not exceed \$143,330.00 for Fiscal Year (FY) 2014. See **Attachment A**-Cost Estimate for specific resources required, the rates applied and assumptions made for the estimate. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided. The Parties agree that although OCTO has entered into a contract with OpenText that provides the vendor a flat fee payment in advance of services being received by the District, DCPS does not, by advancing funds to OCTO for such contract via this MOU, waive any rights of the District under the Procurement Practices Reform Act of 2010 or any applicable law with respect to the OpenText procurement.
2. DCPS may increase the total cost covered by this MOU by executing an addendum any time prior to the expiration of the term of this MOU.
3. Should the cost for services be less than the estimated cost above, the Seller will return the excess funds to the Buyer.

### **B. PAYMENT**

1. Payment for all of the services shall be made through an Intra-District advance by DCPS to OCTO, based on the total and actual cost of services of this MOU.
2. OCTO shall provide reconciliations explaining the total hours expended against the advance at the rates stated in Attachment A upon request and upon expiration or termination of this MOU.
3. Advances to OCTO for the services to be performed shall not exceed the total and actual amount of this MOU.
4. OCTO shall relieve the advance and bill DCPS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU. OCTO shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that all of the advance will not be billed during the current fiscal year. OCTO will return any excess advance funds to DCPS by September 30 of the current fiscal year.
5. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the

event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

### **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **VIII. RECORDS AND REPORTS**

OCTO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

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## **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

### **For DCPS:**

Burnell Holland III  
Manager of Operations & Special Advisor to the Chief  
Office of Family and Public Engagement  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002 Office: 202-442-5041  
[burnell.holland3@dc.gov](mailto:burnell.holland3@dc.gov)

### **For OCTO:**

Michael Black  
Project Manager, Application Services  
Office of the Chief Technology Officer  
200 I St, SE, Room 5214  
Washington, DC 20003  
Phone: (202) 727-0833

## **XII. MODIFICATIONS**

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

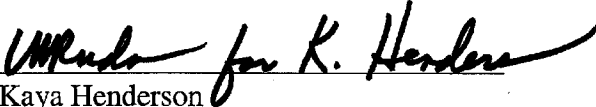
## **XIII. MISCELLANEOUS**

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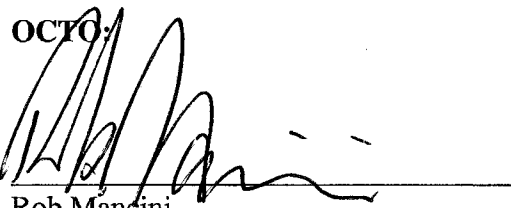
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DCPS:

  
Kaya Henderson  
Chancellor, DCPS

Date: 5-27-14

OCTO:

  
Rob Mancini  
Chief Technology Officer, OCTO

Date: 6/9/14

### **Attachment A- Cost Estimate:**

The contracting services provided by OCTO to DCPS totaling \$143,330.00 include:

Extend and maintain a contract with the OpenText vendor for 6 months for **\$47,520** to provide ongoing maintenance and support for the current DC Public Schools website ([www.dcps.dc.gov](http://www.dcps.dc.gov)). This contract will be extended through the end of FY14 (September 30, 2014). On an as needed basis the OpenText staff will support the DCPS website by:

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- Troubleshooting and identifying the root causes of any issues arising in any of these servers,
- Remediating issues affecting the performance of the system and the operation of the website.

INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: \_\_\_\_\_ DATE OF MOU: May, 2014

SELLER INFORMATION

AGENCY: Office of the Chief Technology Officer AGENCY CODE: TOO

NAME OF CONTACT: Phil Peng, Agency Fiscal Officer

ADDRESS: 200 I Street, SE

Washington, DC 20003

TELEPHONE #: 202-727-8472

FAX #: 202-727-6857 (General)

AUTHORIZING OFFICER \_\_\_\_\_ DATE:   /  /  

BUYER INFORMATION

AGENCY: District of Columbia Public Schools AGENCY CODE: GA0

NAME OF CONTACT: Deloras Shepherd, ACFO

ADDRESS: 1200 First Street NE, 11th Floor

Washington DC 20002

TELEPHONE #: 202-442-5330

FAX #: 202-442-5307

AUTHORIZING OFFICER 

DATE: 05/29/14

PLEASE NEXT FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DISTRICT OF COLUMBIA OFFICE OF THE CHIEF TECHNOLOGY OFFICER**  
**AND**  
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**I. INTRODUCTION**

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**II. LEGAL AUTHORITY FOR MOU**

D.C. Official Code § 1-301.01(k) (2010 Supp.).

**III. PROGRAM GOALS AND OBJECTIVES**

The DC.Gov web portal consists of over 100 District government websites, including the DCPS website. OCTO has selected the Drupal content management system (CMS) as the web platform on which these websites will run. This will ensure an efficient administration of all websites. It also ensures that information architecture, as well as the look and feel of all District websites, are consistent such that District residents are confident they are dealing with the District government. As of October 2013, approximately 90 District agency websites already run on the Drupal platform.

The current DCPS website runs on a legacy CMS (OpenText), with a home page template whose information architecture and look and feel is not consistent with the District's web portal. The goal of this effort is 1) to design a new home page template that, while maintaining a high quality look and feel of the current website, aligns and brings into compliance the new DCPS website to the overall branding of the DC.Gov portal and 2) to migrate the DCPS website content to the Drupal platform.

**IV. SCOPE OF SERVICES**

OCTO will engage a website migration team through the District's IT Staff Augmentation (ITSA) program to create a new template for the DCPS website, work with DCPS to develop and sitemap for the new website, advise DCPS with the creation of any new web content, and begin the migration of content to the new site.

## **A. RESPONSIBILITIES OF DCPS**

1. The Buyer agrees to the terms, projected cost, and fund availability associated with this MOU.
2. The Buyer agrees to identify and communicate a project prioritization and approval process through the DCPS Office of Family and Public Engagement.
3. The Buyer agrees to provide OCTO with clearly defined priorities for competing projects through the above prioritization and approval process.
4. The Buyer shall review and sign-off on acceptable effort estimates for tasks identified.
5. The Buyer agrees to the following tasks based on the three project phases detailed in **Attachment B** to this MOU:
  - a. The Buyer agrees to provide timely updates and information via DCPS program staff as needed for the purposes of developing the new website information architecture and to create or edit web content for the new website.
  - b. The Buyer agrees to sign-off on the final sitemap that will be used as the basis for the new website's information architecture once Buyer finds such documents to be acceptable.
  - c. The Buyer agrees to work in coordination with OCTO to design a new DCPS website homepage template.
  - d. The Buyer agrees to provide DCPS staff capacity resources to assist in the migration of content to the new Drupal system.
6. The Buyer agrees to process an advance of the projected costs for the total amount of the three project phases (as stated in Section VI.B) to the Seller immediately after execution of this MOU. An advance will be processed in accordance with the start of the project for a total of \$160,480.00.

## **B. RESPONSIBILITIES OF OCTO**

1. Provide contracting services to DCPS valued at up to \$160,480.00 to include the following (See **Attachments A & B** for detailed Cost Estimates by task):
  - A. **Phase 1 – Site Prep** (Estimated Cost: \$40,300; Estimated Timeframe-2 months)
    - i. Work with DCPS to review all current content and determine what to keep/delete during the migration.
    - ii. Work with DCPS to determine a final sitemap and structure of the new site.
  - B. **Phase 2 – Home Page Design and Build** (Estimated Cost: \$71,220; Estimated Timeframe 2 months)
    - i. Design, in consultation with DCPS, a new home page template for the new DCPS website.
    - ii. In consultation with DCPS, build and test a new home page in the Drupal system.



- iii. Train DCPS staff on content entry and CMS management.

C. **Phase 3 – Site Migration** (Estimated Cost: \$48,960; Estimated Timeframe 2 months)

- i. Migrate content into the Drupal CMS. (Note: DCPS will also provide staff migration resources)
- 2. The Seller agrees to the terms, projected cost, and fund availability associated with this MOU.
  - 3. Notify DCPS of any changes to the OCTO point of contact identified in Section XI of this MOU.

V. **DURATION OF MOU**

- A. The term of this MOU shall be from the last date signed by both parties, through September 30<sup>th</sup>, 2014, unless terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DCPS shall provide notice of its intent to renew an option period, prior to the expiration of the term of this MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

VI. **FUNDING PROVISIONS**

A. **COST OF SERVICES**

- 1. Total and actual cost for services under this MOU shall not exceed \$160,480.00 for Fiscal Year (FY) 2014. See **Attachment A** for the rates associated with the services to be performed pursuant to this MOU and **Attachment B** for the cost estimates for specific resources required and assumptions made for the estimate. Funding for goods and/or services shall not exceed the actual cost of the goods and/or services provided.
- 2. DCPS may increase the total number of consulting hours covered by this MOU (and by extension increase the total cost for services under this MOU) by executing an addendum any time prior to the expiration of the term of this MOU.
- 3. Should the cost for services be less than the estimated cost above, the Seller will return the excess funds to the Buyer.

## **B. PAYMENT**

1. Payment for services shall be made through an Intra-District advance in the full amount detailed in **Attachment B** by DCPS to OCTO, based on the total and actual cost of services of this MOU. One payment advance shall be made from the Seller to the Buyer in the amount of \$160,480.00 to cover the three Phases of work (First Phase- \$40,300, Second Phase- \$71,220 and Third Phase- \$48,960)
2. OCTO shall provide reconciliations explaining the total hours expended against the advance at the rates stated in this MOU upon request and upon expiration or termination of this MOU.
3. An advance to OCTO for the services to be performed in each of the three Phases shall not exceed the total and actual amount of this MOU.
4. OCTO shall relieve the advance and bill DCPS through the Intra-District process only for those services actually provided pursuant to the terms of this MOU as found in **Attachment B**. OCTO shall notify DCPS within forty-five (45) days of the current fiscal year if it has reason to believe that the advances will not be billed and incurred during the current fiscal year. OCTO will return any excess advance funds to DCPS by September 30 of the current fiscal year.
5. The Parties' Directors or their designees shall use their best efforts to resolve all adjustments and disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the D.C. Office of Financial Operations and Systems.

## **C. ANTI-DEFICIENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia funds, the seller agency will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.



## **VIII. RECORDS AND REPORTS**

OCTO shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by either Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the buyer agency.

## **X. TERMINATION**

Either Party may terminate this MOU in whole or in part by giving sixty (60) calendar days advance written notice to the other Party. In the event of termination of this MOU, payment to the Seller Agency shall be held in abeyance until all required fiscal reconciliation, but not later than September 30 of the then current fiscal year.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

### **For DCPS:**

Burnell E. Holland III  
Manager of Operations & Special Advisor to the Chief  
Office of Family and Public Engagement  
District of Columbia Public Schools  
1200 First Street, NE  
Washington, DC 20002 Office: 202-442-5041  
burnell.holland3@dc.gov

### **For OCTO:**

Michael Black  
Project Manager, Application Services  
Office of the Chief Technology Officer  
200 I St, SE, Room 5214  
Washington, DC 20003  
Phone: (202) 727-0833

## XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon written agreement by the Parties.

## XIII. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DCPS:

WRud for K. Hendr Date: 6/27/14  
Kaya Henderson  
Chancellor, DCPS

OCTO:

Rob Mancini Date: 7/9/14  
Rob Mancini  
Chief Technology Officer, OCTO

DK TO INCLUDE TERTIARY OFFSITE

FAILOVER, NOT JUST TWO SITES, BUT THREE.

## **Attachment A: Cost Estimate**

### **Dedicated Resources and Staffing (Seller):**

- 1) Business Analyst (Rate - \$95.81/hr) Responsible for initial research, development of the final sitemap for the new site (in consultation with DCPS), coordination of the migration with the web editors, consultation on the new design with the designer, development of requirements for the new design with the designer; performing quality checks on the migration of content; consulting with DCPS staff assigned to assist with the migration.
- 2) Web Editor (Rate - \$67.40/hr) Responsible for migrating DCPS content into the Drupal content management system. Works with DCPS staff to ensure content is properly formatted for migration. Once migrated, editors will build the site and then perform quality checks to ensure all content is in and the site is properly functioning.
- 3) Web Designer (Rate - \$117.06/hr) Responsible for developing a new look and feel for the agency home page. Works in consultation with DCPS on the design.
- 4) Web Developer (Rate - \$95.81/hr) Responsible for the coding of the new design for the DCPS home page. Works with the designer and the business analyst to ensure that the look and feel is built to proper specifications. Unit tests new code. Works to correct any defects found by the business analyst or DCPS during final review of the code.

## Attachment B: Three-Phased Project Timeline and Overview

Task	Start Date	Completion Date	Responsible Agency	Notes	Cost Estimate
<b>Phase 1 Site Prep</b>	<b>2 months – Work performed primarily by the business analyst to develop the sitemap.</b>				<b>\$40,300</b>
Agency initiation tasks			DCPS/ OCTO	During this time, DCPS would study analytics, agree on the primary goals and audiences of the site and determine the resources for the project.  Please notify OCTO if you need access to your Google analytics.	
Content audit			DCPS/ OCTO	DCPS would review all current content to determine what to keep and what to delete.  Also identify all friendly URL's and redirects.	
Sitemap			DCPS/ OCTO	Working with the OCTO business analyst, DCPS would determine the sitemap, the detailed structure of the new site as it ties into the new content management system.  Note: At the conclusion of this task, the initial site architecture is considered set. Any changes to the site architecture after this point will likely cause a delay in the site launch date.	



Task	Start Date	Completion Date	Responsible Agency	Notes	Cost Estimate
<b>Phase 2 Home page design and build</b>	<b>2 months – Work performed primarily by the web designer and the web developer to design and build the new home page.</b>				<b>\$71,220</b>
Design new home page template			DCPS	DCPS will work with web designer to create the template for the DCPS homepage. Designer to be hired by the end of July. (Aggressive hiring schedule. Depends on when funds are really available.)	
Development of new home page template			OCTO	Based on the new design, OCTO will build and test a new home page in the Drupal system.	
Training			OCTO	OCTO to provide training to DCPS for content entry and CMS overview. OCTO will send out invitations.	

Task	Start Date	Completion Date	Responsible Agency	Notes	Cost Estimate
Phase 3 Site migration, final build and launch	2 months -- Work performed primarily by the web editors to migrate content to the new site and then to build and QA the new site prior to launch.				\$48,960
Content migration			DCPS/ OCTO	<p>DCPS and OCTO will migrate all content into the new content management system.</p> <p>During this time, DCPS will also create any new content; however, given the timeframes, this will be primarily a migration of existing content.</p> <p>This assumes a new site with approximately 2500 pages and files versus the current site, which has an estimated 5000 pages and files.</p> <p>Some of the migration might be via scripts that move the content in OpenText to the Drupal database. However, both DCPS and OCTO will have to manually migrate content as well, depending on the amount of content that cannot be migrated via script. OCTO will provide 3 web editors for this task.</p> <p>NOTE: In order for us to meet this milestone, DCPS must provide the equivalent of one fulltime resource to migrate content also.</p> <p>NOTE: Timeframe is entirely dependent on the number of pages to be migrated to the new site. Until the sitemap is completed, there is no way to determine with any precision.</p>	

INTRA-DISTRICT STANDARD REQUEST FORM  
Government of the District of Columbia

PART I

GENERAL

MOU NUMBER: \_\_\_\_\_ DATE OF MOU: July, 2014

SELLER INFORMATION

AGENCY: Office of the Chief Technology Officer AGENCY CODE: TOO

NAME OF CONTACT: Phil Peng

ADDRESS: 200 I Street, SE

Washington, DC 20003

TELEPHONE #: 202-727-8472

FAX #: 202-727-6857 (General)

AUTHORIZING OFFICER



DATE:

7/16/14

BUYER INFORMATION

AGENCY: District of Columbia Public Schools AGENCY CODE: GAO

NAME OF CONTACT: Deloras Shepherd, ACFO

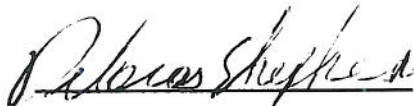
ADDRESS: 1200 First Street NE, 11th Floor

Washington DC 20002

TELEPHONE #: 202-442-5330

FAX #: 202-442-5307

AUTHORIZING OFFICER



DATE: 07/07/14

PLEASE NEXT FOR GOODS/SERVICES DESCRIPTION AND FUNDING INFORMATION







**Song, David (OCTO)**

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**From:** Barbera, Charles (OCFO)  
**Sent:** Monday, July 14, 2014 12:51 PM  
**To:** Song, David (OCTO)  
**Cc:** Lee, Laverne (OCFO); Peters, Tracye (OCFO); Lyons, Steve (OCFO)  
**Subject:** FW: DCPS and OCTO MOU  
**Attachments:** DCPS Web Maint \$160,480.pdf

David, attached MOU is approved.

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**From:** Song, David (OCTO)  
**Sent:** Monday, July 14, 2014 12:45 PM  
**To:** Barbera, Charles (OCFO)  
**Cc:** Shaw, Rebecca (OCTO)  
**Subject:** DCPS and OCTO MOU

Charles,

Please find attached a MOU between OCTO and the DC Public Schools (DCPS) for \$160,480 for your review and approval.

Thanks.

Dave

David Song  
Finance-Budget  
Office of the Chief Technology Officer, OCFO  
Phone: 202-724-4583  
Cell: 202-304-9688  
Fax: 202-727-1216  
[david.song3@dc.gov](mailto:david.song3@dc.gov)