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OFFICE OF THE  
SECRETARY

**Ronald F. Mason, Jr.**  
*President*

May 9, 2018

The Honorable Phil Mendelson  
Chairman Council of the District of Columbia  
John A. Wilson Building  
1350 Pennsylvania Avenue, NW, Suite 504  
Washington, DC 20004

Dear Chairman Mendelson:

Pursuant to D.C. Official Code §2-303.05(a)(3), the University of the District of Columbia (UDC) hereby submits to the Council of the District of Columbia a proposed Multiyear License Agreement and Contract GF-2018-C-0031. The proposed contract award for approval resolution will be for three (3) years, the dollar value is a firm fixed price of Thirty Three Thousand Eight Hundred Forty Dollars (\$33,840.00) with Ambrose Video Publishing, Inc.

The prospective contractor, Ambrose Video Publishing, Inc. grants to UDC-TV a limited, terminable, non-exclusive and non-transferrable right to broadcast/cable/Internet live stream of cable channel transmission UDC-TV Channel 98, RCN 19 and Verizon FIOS 19 and to cover all rights for the use of 222 program titles (Content) for a period of three (3) years. UDC-TV cannot upload files to YouTube or any other cloud storage device- the content must be live streamed.

Ambrose Video Publishing Inc. is the publisher of audio-visual programs for the educational market and is the copyright holder for the Content listed in Schedule A-Program Titles (attached). The Content and the rights granted to UDC-TV may only be obtained through purchase exclusively from Ambrose Video Publishing, Inc.

As always, I am available to discuss any questions you may have regarding the proposed contract. In order to facilitate a response to any questions concerning the proposed contract, please have your staff contact Mary Ann Harris, Chief Contracting Officer for the University of the District of Columbia at (202) 274-5426.

Sincerely,

Ronald Mason, Jr.  
President

Enclosures

Pursuant to section 202(c) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c), the following contract summary is provided:

**COUNCIL CONTRACT SUMMARY**  
(Standard and multiyear)

- (A) **Contract Number:** GF-2018-C-0031
- Prospective Contractor:** Ambrose Video Publishing, Inc.
- Contract Amount:** \$33,840.00
- Unit and Method of Compensation:** US dollars, Lot payment
- Term of Contract:** From date of Award. Not to exceed three (3) years
- Type of Contract:** Firm Fixed Price-Multi-Year Contract
- Source Selection Method:** Sole Source
- (B) **For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:**
- Base Period Amount:** \$33,840.00
- Option Period 1 Amount: \$ N/A**  
**Explanation of difference from base period (if applicable):**
- Option Period 2 Amount: \$ N/A**  
**Explanation of difference from base period (if applicable):**
- Option Period 3 Amount: \$ N/A**  
**Explanation of difference from base period (if applicable):**
- Option Period 4 Amount: \$ N/A**  
**Explanation of difference from base period (if applicable):**

**(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the Prospective contract:**

The prospective contractor, Ambrose Video Publishing, Inc. grants to UDC-TV a limited, terminable, non-exclusive and non-transferable right to broadcast/cable/Internet live stream of cable channel transmission UDC-TV Channel 98, RCN 19 and Verizon FIOS 19 and to cover all rights for the use of 222 program titles (Content) for a period of three (3) years. UDC-TV cannot upload files to YouTube or any other cloud storage device- the content must be live streamed.

Prospective contractor further hereby grants to UDC-TV the non-exclusive and non-transferable right to post printed learning materials and program descriptions relating to the Content as provided by Ambrose Video Publishing on UDC-TV's website, accessed at [http://www.udc.edu/facilities/cable\\_tv\\_udc\\_tv](http://www.udc.edu/facilities/cable_tv_udc_tv) and/or provide hyperlink access to such printed learning materials as may be available without additional fees from Ambrose Video Publishing's website, accessed at [www.ambrosedigital.com](http://www.ambrosedigital.com), in PDF file format. Such additional materials are deemed to be part of the Content for purposes of the License Agreement.

**(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:**

The selection process was sole source. Basis for determining sole source was placing a Notice of Intent to Award Sole Source to the Contractor on the UDC Website for 10 days, and no other Contractor expressed an interest. The price is a firm fixed price of \$33,840.00 upon execution of contract. Contractor has licenses with several college television stations. Here are four examples: 1) Dallas Telecollege, 2) San Antonio's Education Channel-in TV, 3) CUNY TV- City University of New York, 4) UEN-TV Utah Education Network. Received several past performance customer satisfaction testimonials as to the relevant educational programming, excellent video quality and friendly and accommodating staff.

**(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:**

None

**(F) The background and qualifications of the Prospective contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the Prospective contract:**

Ambrose Video Publishing is the producer, copyright owner, and the sole source for licensing Cablecast and Simulcast Rights offered to UDC-TV. In accordance with D&B Supplier Qualifier Report: Ambrose Video Publishing, Inc. Composite credit appraisal is rated as 2= good. The D&B Supplier Risk is a 4. **Ambrose Video Publishing Inc. taxes are current and never had any unpaid taxes or lien on the owner or company.** Their staff is concentrated on marketing and distribution, which includes the VP, Sales, Allen Dohra, Television & Sales Manager, Elnor Barron and President & CEO, William Ambrose to name a few. Contractor has licenses with several college television stations. **Listed** are four examples: 1) Dallas Telecollege, 2) San Antonio's Education Channel-in TV, 3) CUNY TV-City University of New York, and 4) UEN-TV Utah Education Network. Received several past performance customer satisfaction testimonials as to the relevant educational programming, excellent video quality and friendly and accommodating staff.

- (G) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:**

The Contractor will provide 100% of the services. There will be no sub-contracting.

- (H) Performance standards and the expected outcome of the Prospective contract:**

Contractor will perform accordance with the terms and conditions of the contract.

- (I) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:**

None

- (J) A certification that the Prospective contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:**

The Chief Financial Officer for UDC has certified that the Prospective contract is within the appropriated budget authority for the agency for the fiscal years and is consistent with the financial plan and budget adopted in accordance with §§47-392.01 and 47-392.02.

- (K) A certification that the contract is legally sufficient, including whether the Prospective contractor has any pending legal claims against the District:**

The UDC Office of General Counsel has deemed the Prospective contract legally sufficient. UDC has no knowledge of any claim(s) by Ambrose Video Publishing, Inc. against the District.

- (L) A certification that Citywide Clean Hands database indicates that the Prospective contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the Prospective contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):**

The Citywide Clean Hands system reported on April 17, 2018 that Ambrose Video Publishing, Inc.. “has no outstanding liability with the District of Columbia. As of the date herein, you [Ambrose Video Publishing, Inc.] have complied with the following official DC Code and therefore are issued this Certificate of Clean Hands. Title 47. Taxation, Licensing, Permits, Assessments and Fees. Chapter 28. General License Law Subchapter II. Clean Hands Before Receiving A License or Permit D.C. Code §47-2862 (2006). §47-2862. Prohibition against issuance of license or permit.” Authorized by the Chief Collection Division.

- (M) A certification from the Prospective contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:**

Received certification letter from contractor that federal taxes are current.

- (N) The status of the Prospective contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended; D.C. Official Code § 2-218.01 *et seq.*:**

The Prospective contractor is not a certified DSLBD contractor.

- (O) Other aspects of the Prospective contract that the Chief Procurement Officer considers significant:**

None

- (P) A statement indicating whether the Prospective contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

Ambrose Video Publishing, Inc. is not listed on the DC Government nor the Federal Government Excluded Party List.

- (Q) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

Sole Source Determination and Findings issued August 3, 2017

- (R) Where the contract, and any amendments or modifications, if executed, will be made available online:**

[Udc.edu/procurement/](http://Udc.edu/procurement/)

- (S) Where the original solicitation, and any amendments or modifications, will be made available online:**

[Udc.edu/procurement/](http://Udc.edu/procurement/)



## CERTIFICATE OF CLEAN HANDS

AMBROSE VIDEO PUBLISHING  
1202 LEXINGTON AVE  
NEW YORK, NY 10028-1439

EIN : \*\*\*\*\*7811

As reported in the Citywide Clean Hands system, the above referenced individual or entity has no outstanding liability with the District of Columbia. As of the date herein, you have complied with the following official DC code and therefore are issued this Certificate of Clean Hands.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS AND FEES  
CHAPTER 28. GENERAL LICENSE LAW  
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT  
D.C. Code § 47-2862 (2006)  
§ 47-2862. Prohibition against issuance of license or permit.

Authorized By Doris Faulkner  
Acting Chief of Collections


Date: Tuesday this 17th day of April 2018 11:37 AM

Tracking#: 811593

This document is a certified, complete and true copy.



Office of the Chief Financial Officer

**FROM:** Shaina Cooper   
Chief Financial Officer  
University of the District of Columbia

**TO:** Mary Ann Harris  
Director, Office of Contracting & Procurement  
University of the District of Columbia

**DATE:** August 23, 2017

**RE:** Funding Certification for Purchased Services and Contracts

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This is to certify that funds are available in the amount of \$33,840 in the FY18 Operating Budget for the Office Communication and Branding Cable TV for Ambrose Video Publishing, Inc. to provide video services to the University of the District of Columbia during FY2018. These funds are under Index 4430B, Fund 103115, and Account 713165.

Should you require additional information, please contact Lori Morgan, Budget Officer, at 202-274-5221.



MEMORANDUM

To: Ronald Mason, Jr., President

From: Karen M. Hardwick, General Counsel



Date: April 30, 2018

Re: Legal Sufficiency Certification for Contract No. GF-2018-C-0031 by and between the University of the District of Columbia and Ambrose Video Publishing Inc. for a limited, terminable, non-exclusive and non-transferable right to broadcast cable, internet, and live stream cable channel transmission UDC-TV Channel 98, RCN 19, and Verizon FIOS 19.

Description of Proposed Contract

Contract No. GF-2018-C-0031 (the "Proposed Contract") between the University of the District of Columbia (the "University") and Ambrose Video Publishing Inc. ("Ambrose") is a grant from Ambrose to the University of a limited, terminable, non-exclusive, and non-transferable right to broadcast cable, internet, and live stream of cable channel transmission UDC-TV Channel 98, RCN 19, and Verizon FIOS 19, and to cover all rights for the use of 222 programs titles for a period of three (3) years. The University is seeking approval by the Council of the District of Columbia (the "Council") for the Proposed Contract in the amount of \$33,840.00. Additional terms of the Proposed Contract are detailed in the Council Contract Summary.

The Proposed Contract was procured using the University's sole source procurement method. Pursuant to DC Code 2-354.04(a), "a contract may be awarded through noncompetitive negotiations when there is only one source for the required good or service." Pursuant to 8-B DCMR § 3019.1, the Chief Contracting Officer (CCO) "shall take reasonable steps to avoid using sole source procurement except in circumstances when it is both necessary and in the best interest of the University." Because Ambrose represents the only source for the required services, the CCO has determined that it is both necessary and in the best interest of the University to award the Proposed Contract to Ambrose based on the University's sole source procurement method.

Legal Review

The University, pursuant to the District of Columbia Public Postsecondary Education Reorganization Act (codified as D.C. Code § 38-1202.01(b)), is authorized to operate as an independent agency of the government of the District of Columbia. In addition, the University, through its Board of Trustees (the "Board"), has the authority, pursuant to D.C. Official Code §38

1202.01(a), to make contracts; to make, deliver, and receive deeds, leases and other instruments and to take title to real and other property in its own name; and to adopt, prescribe, amend, repeal, and enforce such bylaws, rules, and regulations as it may deem necessary for the governance and administration of the University.

Further, pursuant to the University of the District of Columbia Board of Trustees Quorum Amendment Act of 2010 (D.C. Code § 38-1202.06), the University is authorized to conduct business through the University's procurement rules. More specifically, the University may "[p]rocure all goods and services necessary to operate the University independent of the Office of Contracting and Procurement and the requirements of Chapter 3A of Title 2 [of the District of Columbia Procurement Practices Reform Act of 2010 (PPRA)], except as specified in § 2- 351.05; provided, that the Council has approved proposed rules governing the procurement of goods and services."

The University is thus authorized to enter into the Proposed Contract in accordance with its procurement rules, subject to the Council's review and approval, pursuant to the District of Columbia Home Rule Act (codified as D.C. Official Code § 1-204.51), which provides that prior to the award of a multiyear contract or a contract in excess of \$1 million during a 12-month period, an independent agency must submit the proposed contract to the Council for review and approval in accordance with the criteria established by the Council. The Council further enacted special criteria governing the submission of multiyear contracts and contracts in excess of \$1 million during a twelve-month period with such criteria specifically enumerated at D.C. Code § 2-352.02(c), including this legal sufficiency certification.

This legal sufficiency certification confirms that the University is not aware of any claim(s) by Ambrose against the District of Columbia. Subject to submission of the required materials identified in the Council's special criteria for contract approval and to Council approval as set forth herein and otherwise required by law, the Proposed Contract has been determined to be legally sufficient in that it complies with applicable law.

Please let me know if you have any questions. I may be reached at (202) 274-5400.