

BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION No. 2018-01

SUBJECT: Approval of Proposed Multi-Year Contact (3 years) GF-2018-C-0031 Based on Firm Fixed Price Established in Base Year for Audio-Visual Educational Television Programs

WHEREAS, pursuant to D.C. Official Code §38-124.01, the Board of Trustees (the "Board") of the University of the District of Columbia (the "University") has the authority and responsibility to procure and contract for good and services; and

WHEREAS, the University recognizes that the University of the District of Columbia Cable Television has a minimum need to transmit broadcast/cable/Internet live stream of cable channel UDC-TV to Comcast Channel 98, RCN and Verizon FIOS Channel 19; and

WHEREAS, Ambrose Video Publishing is the publisher of audio-visual programming for the educational market and is the copyright holder for the Program Titles set forth on Schedule A of the attached contract summary. The content and the rights that will be granted to the University under the proposed contract may be obtained only through purchase from Ambrose Video Publishing; and

WHEREAS, the Board has reviewed the proposed contract terms, as well as all necessary certifications from the administration; and

WHEREAS, the Board is satisfied that the proposed contract represents the proper culmination of the University's procurement process.

NOW THEREFORE BE IT RESOLVED, that the University is hereby authorized to forward to the Council of the District of Columbia for its approval the proposed multi-year contract number GF-2018-C-0031.

Submitted by the Operations Committee:

February 6, 2018

Approved by Board of Trustees:

February 21, 2018

Christopher D. Bell

Christopher D. Bell
Chairperson of the Board



FISCAL IMPACT STATEMENT

TO: The Board of Trustees
FROM: Managing Director of Finance *David L. Franklin*
DATE: April 25, 2018
SUBJECT: Publishing Contract with Ambrose Video Publishing, Inc.

Background

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.

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

Pursuant to Title 8(B) DCMR, Chapter 30, Section 3019, the UDC Office of Strategic Sourcing and Procurement used the University's preferred method of procurement, i.e. Sole Source when there is only one source for the required good or service.

Financial Impact

The proposed multi-year contract, May 2018 through May 2021, will be a firm fixed price contract in the amount of \$33,840.00. The Office of the Chief Financial Officer has concluded that there are sufficient funds to support the proposed contract between Ambrose Video Publishing, Inc. and the University of the District of Columbia in the sum of \$33,840 for a period of three-years beginning May 2018 through May 2021.

Conclusion

This request has been approved based upon the information provided. There are no anticipated risks as this time.



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 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, 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.

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- (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/

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

Udc.edu/procurement/

Attachment I to Contract No. PO-GF-2018-C-0031

License Agreement Terms

These License Agreement Terms (together with the Contract to which this is attached, the "Agreement") are annexed to and made a part of that certain Contract No. PO-GF-2018-C-0031 by and between Ambrose Video Publishing, Inc. ("Licensor" or "Ambrose Video Publishing"), a New York corporation with offices at 1202 Lexington Avenue, Suite 171, New York, NY 10028-1405 and The University of the District of Columbia (the "University"), an independent agency of the District of Columbia, with offices at 4200 Connecticut Ave., N.W., Washington, D.C. 20008, effective as of the date Contract No. PO-GF-2018-C-0031-DJ was signed by the University (the "Effective Date").

WHEREAS, the University operates a broadcast television station known as UDC-TV or UDC Cable Television, which currently transmits content on UDC-TV Channel 98, RCN, 19 and Verizon FIOS 19; and

WHEREAS, Licensor is a publisher of audio-visual programs for the educational market and is the copyright holder for the Content listed in Schedule A to this Agreement; and

WHEREAS, the University desires to augment the content it transmits via UDC Cable Television by obtaining the rights to broadcast the Content from Licensor and Licensor desires, in exchange for payment of a fee, to grant to the University the rights to broadcast the Content as provided herein.

NOW, THEREFORE, in consideration for the promises made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

1. **Fees & Payment:** In consideration for the rights granted herein, and subject to the representations and warranties made by Licensor herein, the University agrees to pay Ambrose Video Publishing the sum of Thirty-Three Thousand Eight Hundred Forty Dollars and No Cents (\$33,840.00) within thirty (30) business days following the University's receipt of a true and correct invoice, which invoice may be submitted no sooner than the Effective Date. Invoices must be on Licensor letterhead and include a description of the license granted hereunder, an invoice number and a University purchase order number.
2. **Term:** The term of this Agreement, including without limitation the University's right to use the Content (defined below), shall commence upon the Effective Date and shall terminate at the end of the three (3) year period, unless renewed or extended by mutual written agreement of the parties hereto.
3. **Content:** A list of program titles is set forth in Schedule A and across from each title is the number of episodes comprising such title; the total number of episodes described on Schedule A and subject to the license contained in this Agreement is Two Hundred Twenty-Two (222) (each program title is a "Title" and each episode of each Title is an "Episode"). All of the Titles and all of the Episodes collectively are referred to as the "Content." More complete descriptions of the Titles and Episodes can be found at <http://www.ambrosevideo.com>, as such site was published on the Effective Date of this Agreement. Promptly following the Effective Date and again thereafter from time to time as the University may reasonably request, Licensor shall deliver written

documentation attesting to the University's right to continued use of the Content as described under section 4. Rights, and the right of Licensor to continue to grant to the University those rights.

4. **Rights:** Subject to the terms of this Agreement, Ambrose Video Publishing grants to the University a limited, non-exclusive and non-transferable right to reproduce, distribute, transmit, adapt, publicly display, publish, republish and otherwise use the Content by means of broadcast/cable/Internet or similar live stream of cable channel transmission through its UDC Cable Television or comparable successor purveyor of television content. The parties acknowledge, however, that how and where the University chooses to transmit the Content, so long as it does so consistent with the terms of this Agreement, may change from time to time during the Term at the discretion of the University. The University agrees and acknowledges that it may not, under the terms of this Agreement, upload files to YouTube or any other cloud storage device for independent and on-demand access by third parties; the Content must be live streamed. Nothing in the foregoing shall prevent the University from creating and storing backup copies of the broadcast masters in a commercially reasonable manner. Nothing herein obligates the University to exercise the rights and privileges granted in this Agreement.

Licensor hereby waives any moral rights or any similar law in any country of the world and agrees not to institute, support, maintain or permit any action or lawsuit on the ground that any use of the Content pursuant to this Agreement in any way constitutes an infringement of its, or any third party's, moral rights.

Ambrose Video Publishing further hereby grants to the University the limited, non-exclusive and non-transferable right to reproduce, distribute, transmit, adapt, publicly display, publish, republish and otherwise use any printed learning materials and program descriptions (collectively, "Supplemental Content") relating to the Content as may be made available on Licensor's website, currently accessed at www.ambrosedigital.com. The foregoing includes the right to post the Supplemental Content and/or provide hyperlink access to such Supplemental Content on UDC-TV's website, currently accessed at http://www.udc.edu/facilities/cable_tv_udc_tv, related University owned or controlled websites or in any other location reasonably targeted to supplement and augment the transmission rights granted herein. To the extent reasonably possible, and if originally made available to the University in such format, the University agrees to limit access to the Supplemental Content to PDF file format. Such Supplemental Content is deemed to be part of the Content for purposes of this Agreement.

5. **Representations and Warranties:** Licensor represents and warrants, on a present and ongoing basis during the Term, that (a) Licensor owns and/or controls the rights granted to the University in this Agreement and has the right to grant such rights and to enter into this Agreement; (b) the Content does not infringe upon or violate (i) any copyright, patent, trademark or other proprietary right of a third party or (ii) any applicable law, regulation or non-proprietary right of a third party; and (c) Licensor has no knowledge of any claim which, if sustained, would be contrary to Licensor's warranties, representations, and agreements contained in this Agreement. Licensor agrees to defend, indemnify, and hold the University harmless from any claims, suits, demands, actions, proceedings, judgements, and reasonable costs and expenses (including reasonable attorneys' fees and the reasonable value of in-house attorney time) with respect to any loss,
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accident, injury, damage, cost and/or expenses arising from Licensor's breach of the foregoing representations and warranties, or any other failure of Licensor to perform its obligations under this Agreement.

6. **Expiration:** Promptly upon expiration or earlier, permitted termination of this Agreement, (i) all licenses hereunder shall cease, (ii) the University shall cause UDC-TV to return to Ambrose Video Publishing, or at the University's discretion destroy, all physical and/or electronic media, original masters and/or copies, containing Ambrose Video Publishing Content provided herein. Either party may terminate this Agreement for material breach following 30 days written notice to the other detailing such breach, if the non-terminating party fails to cure such breach during such 30-day period to the reasonable satisfaction of the other party. In addition, the University may immediately terminate this Agreement upon written notice to Licensor in the event that any of the representations or warranties set forth herein fail to be true, or in the event that the University is named as a defendant in any litigation alleging that its use of the Content in accordance with this Agreement infringes upon the intellectual property rights of any third party.
7. **Delivery:** Ambrose Video Publishing shall deliver digital files as reasonably specified by the University on a loaned MAC Formatted hard drive from which the University may make its own broadcast master copies. The University will return the loaned hard drive to Licensor no later than promptly following the end of the term of this Agreement. The digital files are provided at no charge.
8. **Conflict of Interest:** Licensor covenants that to the best of Licensor's actual knowledge, there exists no actual or potential conflict between Licensor and the University that would prevent Licensor from performing its obligations under this Agreement. The Licensor shall not take any action which creates a conflict of interest or the appearance of a conflict of interest relating to the matters under this contract. If Licensor becomes aware of, or has a question as to, the existence of an actual conflict of interest or potential conflict of interest, Licensor shall disclose to the University the existence of such actual conflict or potential conflict within a reasonable timeframe of attaining such knowledge.
9. **Miscellaneous:** This Agreement shall be governed by the laws of the District of Columbia and each party consents to the exclusive venue and jurisdiction of the Superior Court of the District of Columbia and, if subject matter jurisdiction exists, the United States District Court for the District of Columbia. This Agreement constitutes the entire agreement between Licensor and the University for the licensing of the Content, and supersedes any prior agreements between the parties. If any term of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. A party's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire agreement of the parties hereto. Facsimile signatures shall be deemed to have the efficacy of an original signature.

Schedule A

Series Titles and Number of Programs within the Series

Program Titles	#
American Entrepreneurial Genius	14
Behavioral Science	7
Behavioral Science, Extended Interviews	24
The Arctic Changing Climate and Economics	1
Career Decision: Nursing	1
Career Decisions: Nursing Extended Interviews	8
Career Decisions: Physical Therapy	1
Career Decisions: Physical Therapy Extended Interviews	10
First Amendment in the 21 Century	8
Global Warming: Science and Solutions	2
Globing Warming: The Rising Storm	2
Great American Authors	8
Great African American Authors	8
Great African American Authors Extended Interviews	10
Great Poets of the World	8
History of Black Achievement in America	9
History of Civil Rights in America	8
History of Equal Rights in America	8
History of Hispanic Achievement in America	8
History of Women's Achievements in America	8
Human Geography: Making Sense of Plant Earth	8
Miracle of the Human Body	8
The Neuroscience of Addiction	5
The Neuroscience of Addiction, Extended Interviews	13
21st Century Turning Points in US History	7
Neuroscience: Understanding the Brain	5
Neuroscience: Understanding the Brain- Extended Interviews	14
Radical Islam: Historical Perspective	2
Radical Islam: Historical Perspective-Extended Interviews	6
When the Water Tap Runs Dry	1

CONTRACT
BY AND BETWEEN
THE UNIVERSITY OF THE DISTRICT OF COLUMBIA
AND
AMBROSE VIDEO PUBLISHING, INC.

This Contract is entered into by and between Ambrose Video Publishing, Inc. (hereafter referred to in this Contract as the "Contractor"), and the University of the District of Columbia, an independent agency of the District of Columbia (hereafter referred to in this Contract as the "University").

1.0 SCOPE OF WORK

Contractor shall:

- 1.1 Grant to UDC-TV a limited, terminable, non-exclusive and non-transferrable right to broadcast/cable/Internet live stream certain content (222 program titles) (the "License") for a period of three (3) years in accordance with the multiyear License Agreement which is attached hereto as Attachment I, and which is hereby incorporated and made a part of this contract.
- 1.2 Immediately report to the CA, Edward Jones Jr., General Manager, UDC Cable TV any issue that would impact the full implementation of the contract.

2.0 TERM OF CONTRACT

- 2.1 The term of this Contract shall commence upon full execution and shall not exceed April xx, 2020.

3.0 PAYMENT

- 3.1 Payment to the Contractor by the University for the License under the provisions of this Contract shall be made in accordance with the provisions of this section.
- 3.2 The University will pay the Contractor a firm fixed price of **THIRTY THREE THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$33,840.00)** for the License.
- 3.3 Payment will be processed upon receipt and acceptance of deliverables and approval of an invoice.
- 3.4 **Payment Terms: Net 30.** Contractor shall submit invoice as specified in Attachment I. All invoices must be on company letterhead and include a description of service performed, an invoice number and purchase order number.

4.0 TERMINATION OF CONTRACT

4.1 The University may terminate performance of work under this Contract in whole or in part for convenience or for default, if the Contracting Officer determines that a termination is in the Government's or University's best interest.

5.0 CONTRACT ADMINISTRATOR (CA)

5.1 The CA for this Contract is Edward Jones Jr., General Manager, UDC Cable TV.

5.2 The CA cannot make any changes to the terms and conditions of this contract.

6.0 INDEMNIFICATION/LIMITATION OF LIABILITY:

6.1 Contractor shall indemnify, protect, defend and hold harmless the University, its trustees, directors, officers, employees, representatives and agents from and against any and all third party claims arising from or connected with: (i) any actual material breach by Contractor or (ii) any act or omission by Contractor and only to the extent such claim arises by negligence or intentional misconduct or as may be allowed under applicable law. Monies due or to become due to the Contractor under the contract may be retained by the University as necessary to satisfy any outstanding claim which the University may have against the Contractor.

7.0 INSPECTION OF SERVICES: (To the extent applicable)

7.1 (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services. b) The Contractor shall provide and maintain an inspection system acceptable to the District or University covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the University during contract performance and for as long afterwards as the contract requires (c) The District or University has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District or University shall perform inspections and tests in a manner that will not unduly delay the work.(d) If the District or University performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.(e) If any of the services do not conform to the contract requirements, the District or University may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District or University may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District or University may (1) by contract or otherwise, perform the

services and charge the Contractor any cost incurred by the District or University that is directly related to the performance of such services, or (2) terminate the contract for default.

8.0 CONFLICT OF INTEREST

8.1 Contractor covenants that to the best of Contractor's actual knowledge, there exists no actual or potential conflict between Contractor and the University that would prevent Contractor from conducting its services under this Contract. The Contractor shall not take any action which creates a conflict of interest or the appearance of a conflict of interest relating to the matters under this contract. In the event Contractor becomes aware of, or has a question as to, the existence of an actual conflict of interest or potential conflict of interest, Contractor shall disclose to the University's Chief Contracting Officer of the existence of such actual conflict of interest or potential conflict of interest within a reasonable timeframe of such knowledge.

9.0 ENTIRE AGREEMENT; HIERARCHY

9.1 (a) This Contract, when executed, (b) the attached purchase order number _____ ("PO"), (c) the Standard Contract Provisions ("SCPs") dated March, 2007 for use with District of Columbia Government Supplies and Services contracts and (d) the License Agreement Terms attached hereto as Attachment 1, all together constitute the entire agreement between the Contractor and the University as to the subject matter hereof. The SCPs, which are incorporated herein by this reference, may be viewed at www.udc.edu/forms.

9.2 Any and all prior or contemporaneous agreements, understandings, or representations of any kind concerning such subject matter are hereby terminated and cancelled in their entirety and are not in further force or effect.

9.3 Any reference in this document to "Contract" shall be construed to mean the Contract, the PO, the SCPs and, if applicable, the License Agreement Terms attached as Attachment 1, collectively (subject to Section 9.2's rules of hierarchy).

9.4 In the event of any conflict between or among the terms or conditions found in the main body of this Contract, the PO, the SCPs or the License Agreement Terms attached as Attachment 1, the conflicts shall be resolved in the following priority: SCPs, PO, this Contract and, finally, the License Agreement Terms attached as Attachment 1.

10.0 MISCELLANEOUS

10.1 This Contract is binding upon the parties and their successors, assignees and affiliated parties and their successors and assigns. Consultant, however, shall not assign any rights hereunder without the prior written approval of the University and any attempt to assign any rights duties, or obligations hereunder without the University's prior written consent will be void.

- 10.2 The failure of a party to enforce any waiver of any provision of this Contract in any specific instance shall not constitute continuing a waiver of that provision with respect to other instances.
- 10.3 This contract was developed by the Office of Strategic Sourcing and Procurement (SSP) at the University of the District of Columbia and is intended for the individual or entity to which it is addressed. The contract may contain information that is privileged, confidential or exempt from disclosure. You are hereby notified that any unauthorized alteration to or duplication of this contract in content or form is strictly prohibited except as permitted by SSP and/or applicable law.
- 10.4 This Contract shall be governed by and construed in accordance with the laws of the District of Columbia (without giving effect to its choice of law principles thereof) and the laws of the United States applicable thereto.
- 10.5 If any term or provision of this Contract is found to be illegal, remaining portions shall remain in effect, and the parties agree to negotiate in good faith to substitute enforceable terms via written amendment to the Contract.
- 10.6 This Contract may not be modified or changed in any manner, except pursuant to a written instrument signed by both parties and approved for legal sufficiency by the University.
- 10.7 Contractor shall keep all information relating to this Contract, including without limitation the terms hereof, in absolute confidence, and shall not disclose any such information to any other person, firm or corporation not having a need to know and not subject to strict confidentiality obligations with respect to the information, and Contractor may use such information solely in connection with its performance of this Contract, and not for any other purpose.
- 10.8 This Contract may be executed in any number of counterparts and each party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.
- 10.9 University Acceptance of Contract. In order for the Contract to be enforceable and binding against the University, University process requires that an authorized person sign on behalf of the University and that the Contract Administrator responsible for overseeing the performance of this Contract separately sign to acknowledge and approve the terms. Signature of the Contract Administrator alone may not serve to evidence the University's acceptance of the Contract.

Contract No. PO-GF-2018-C-0031

IN WITNESS WHEREOF, the authorized representative of each party has executed this Contract on this _____ day of _____.

Ambrose Video Publishing, Inc. ("Contractor")

By: _____
Name
Its:
Date: _____

UNIVERSITY OF THE DISTRICT OF COLUMBIA ("University")

By: _____
Name: Mary Ann Harris
Its: Chief Contracting Officer
Date: _____

FOR UNIVERSITY OF THE DISTRICT OF COLUMBIA INTERNAL APPROVAL PROCESS ONLY


I hereby acknowledge that I have read, understand and approve of the terms and conditions of this Contract.

UNIVERSITY'S CONTRACT ADMINISTRATOR

Edward Jones, Jr.,
Date: _____



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

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.

Contract No: GF-2018-C-0031
Caption: License Agreement Between UDC-TV and Ambrose Video Publishing, Inc.
Proposed Contractor: Ambrose Video Publishing, Inc.
Agency: OCP/University of the District of Columbia

**DETERMINATION AND FINDINGS
FOR A
SOLE SOURCE PROCUREMENT**

FINDINGS

1. AUTHORIZATION:

D.C. Official Code 2-354.04 & (8B) DCMR, Chapter 30, Section 3019

2. MINIMUM NEED:

The University of the District of Columbia, Cable TV, has a minimum need to transmit broadcast/cable/Internet live stream of cable channel transmission UDC-TV Channel 98, RCN 19 and Verizon FIOS 19.

3. ESTIMATED REASONABLE COST:

The estimated reasonable price is \$33,840.00, based on the Contractor's License Agreement Between UDC-TV and Ambrose Video Publishing.

4. FACTS WHICH JUSTIFY SOLE SOURCE PROCUREMENT

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

5. CERTIFICATION OF FACTS BY CONTRACT SPECIALIST

I have reviewed the above findings and certify that they are sufficient to justify the Sole Source procurement under the cited authority. I recommend that the Contracting Officer approve this procurement.


Denise Joyner, Contract Specialist

9/3/17
Date

DETERMINATION

Based on the above findings and in accordance with UDC Regulation 3019, I hereby determine the services herein should be procured from Ambrose Video Publishing, Inc. It is further determined that the cost to the University is reasonable and fair and the action is in the best interest of the University.



Mary Ann Harris
Contracting Officer

8/3/2017
Date



Government of the District of Columbia

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.

A handwritten signature in blue ink, appearing to read "Doris Faulkner", written over a horizontal line.

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.

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.