

Date Received: _____

Ratification Case No.: _____

RATIFICATION REQUEST

I _____, hereby certify that the _____
(Vice President/Dean) (Department/Program)

University System of the District of Columbia received the following goods or services from

(Name of Contractor)

(Summary of goods or services described in (c), below)

The goods were received on or about _____ or the services were received
(Date)

during the period from _____ through _____.
(Date) (Date)

The total amount for the goods or services claimed by the Contractor is \$_____.
(Amount)

I certify that the total amount to be paid for the goods or services is fair and reasonable based on

CIRCUMSTANCES REGARDING THE NEED FOR THIS RATIFICATION ACTION:

- a) Describe why the normal procurement procedures were not followed.

- b) Describe the specific University requirement or need that caused the unauthorized commitment to be made

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- c) Describe the goods or services provided to and accepted by the University, the benefits received by the University as a result of the transaction, its value and any other pertinent facts and

- d) List and attach all other relevant documents including orders invoices or other evidence of the transaction

- j) Describe bonefide University requirement necessitating the commitment:

- k) Is the documentary evidence attached to this form? YES _____ NO _____

If "no," please describe why appropriate documentary evidence is not available, and describe steps being taken to obtain it.

- f) Remedial Follow-Up

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- (f.1) Describe the measures taken to prevent a recurrence of unauthorized commitments.

- (f.2) Has the appropriate disciplinary action been taken against the employee responsible for this unauthorized procurement in accordance with Section III of the UDC Unauthorized Procurements and Ratification Policy?

YES ___ NO ___

If “yes”, please describe the disciplinary action taken against the employee. (Do not include the employee’s name, title, grade or address). If “no”, why?

- g) Provide the number of unauthorized commitments by your department in this fiscal year .

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PREPARER CERTIFICATION

I, the undersigned, with knowledge of the facts and circumstances surrounding the initiation, the facilitation, the authorization or the making of the unauthorized commitment, further certify that the information, circumstances and details described above are complete, accurate and true, and hereby request that the Director of Strategic Sourcing and Procurement approve this ratification request for payment for the goods or services received.

Print Name of VP/Dean

Signature

Date

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RATIFICATION FUNDS CERTIFICATION

To be completed by accounting & Finance

I certify that funds _____ are _____ are not available if action is ratified

I certify that funds _____ were _____ were not available at the time the unauthorized commitment was made.

Print Name of CFO/Budget Officer

Signature

Date

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CONTRACTING OFFICER DETERMINATION AND FINDINGS STATEMENT

I, _____, hereby certify that, upon review of the Ratification
(Contracting Specialist)

Request that was assigned the above Ratification Case Number, and supporting documentation,
provided by _____ for _____,
(VP/Dean) *(Department/Program)*
pertaining to the following goods or services:

from _____ received by the University of the District of Columbia on or about _____,
(Vendor Name) *(Date)*

I have determined the following:

- a) The unauthorized commitment _____ could _____ could not have resulted in a properly executed contract.

If the unauthorized commitment could have resulted in a properly executed contract,
state the basis for this determination:

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If the unauthorized commitment could not have resulted in a properly executed contract, the unauthorized commitment is not eligible for ratification.

b) Funds _____ are _____ are not available as certified by the Office of the Chief Financial Officer.

c) The total amount to be paid for the goods or services _____ is _____ is not fair and reasonable and is supported by the following explanation.

d) There _____ is _____ is no other relevant information that should be taken into consideration in determining appropriate action on the ratification request.

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CERTIFICATION BY THE OFFICE OF CONTRACTING AND PROCUREMENT:

I hereby certify that the information provided above is accurate and complete, and:

that the amount to be paid ____ **is** ____ **is not** fair and reasonable; and

I ____ **recommend** ____ **do not recommend** payment for the goods/services provided without a valid contract.

Date

Contract Specialist

Date

Director of Strategic Sourcing & Procurement

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LEGAL CERTIFICATION FOR RATIFICATION

I hereby certify that I have reviewed (a) the Contracting Officer Determination and Findings Statement bearing the Ratification Case Number listed herein, and (b) the Ratification Request bearing the Ratification Case Number listed herein; and have found the Determination and Findings Statement _____ **to be** _____ **not to be** legally sufficient.

This Legal Certification, if given, is contingent upon the execution of an approved settlement agreement between the University and _____ .
(Vendor)

Settlement Agreement and Release is _____ **required** _____ **not required** based on the information provided.

Date

General Counsel

Date Received: _____

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SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered by and between _____ (hereinafter the “Vendor”) and the University of the District of Columbia (hereinafter the “University”), by and through their authorized representatives (collectively the "Parties"). This Agreement shall be effective on the date of its execution by the University of the District of Columbia (“Effective Date”).

WITNESSETH:

WHEREAS, Vendor has a place of business at _____.

Vendor Address

WHEREAS, the University of the District of Columbia is an independent agency of the District of Columbia; and

WHEREAS, Vendor has provided _____

Description of goods/services

(collectively “the goods/services”), without an authorized commitment by the University; and

WHEREAS, the University has accepted the goods/services; and

WHEREAS, the goods/services were provided to the University from _____

Date

through _____; and

Date

WHEREAS, the total value of the goods/services claimed by the Vendor is \$ _____;

Value

and

WHEREAS, Vendor submitted a claim against the University seeking amounts due for the performance and/or delivery of the goods/services (hereinafter the “Claim”); and

WHEREAS, the Parties hereto have determined that settlement of the Claim is in their mutual best interests, and

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WHEREAS, the University has authorized payment to Vendor in accordance with the UDC Procurement Rules (8 DCMR § 3001.6), subject to the execution by both parties of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration as hereinafter recited, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed between the Parties fully and finally, with the intent to be legally bound, to settle the Claim and to completely dispose of all existing or potential issues arising under the Claim, as follows:

1. Payments: University agrees to pay Vendor the total amount of \$_____ in full satisfaction of the Claim, and all other claims, interest, attorneys' fees, costs and expenses incurred in connection with, arising under, or relating to the Claim. University shall within thirty (30) calendar days of the Effective Date of this Agreement, process and issue a check in the amount of \$_____ made payable to Vendor.

2. Vendor agrees and acknowledges that it is solely responsible for any taxes owed, if any, on the payments made payable to it under this Agreement by any taxing authority, whether federal, state or local. Vendor agrees to defend, indemnify and hold harmless the University with respect to any liability to any taxing authority, whether federal, state or local, arising from payments contemplated by this Agreement. Vendor acknowledges and understands that the University will report to the U.S. Internal Revenue Service the payment set forth in this Agreement.

3. Payment made in accordance with paragraph 1 of this Agreement shall constitute full and complete compensation in settlement and satisfaction of all agreements, actions, cases, causes of action, claims, compromises, controversies, costs, damages, debts, demands, disputes, expenses, judgments, liabilities, payments, promises, and suits of any nature whatsoever, including attorneys' fees, whether or not known, relating to, arising under, or in connection with the Claim.

4. For good and valuable consideration as set forth in this agreement, the sufficiency of which is hereby acknowledged, and upon receipt of the payment required by paragraph 1, above, Vendor, its successors and assigns, hereby remise, release and forever discharge the University, its employees and agents, its past and present members and employees of and from all agreements, actions, cases, causes of action, claims, compromises, controversies, costs, damages, debts, demands, disputes, expenses, judgments, liabilities, payments, promises, and suits of any nature whatsoever, including attorneys' fees, whether or not known, relating to, arising under, or in connection with the Claim or the performance and/or delivery of the goods/services, without exception, through the Effective Date.

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5. In For good and valuable consideration as set forth in this agreement, the sufficiency of which is hereby acknowledged, Vendor, its successors and assigns hereby indemnify and hold harmless the University, its employees, agents, successors and assigns, against any and all further claims for damages, costs, attorneys' fees and expenses relating to, arising under, or in connection with amounts due for the claim or the performance and/or delivery of the goods/services.

6. The Parties have entered into this Agreement solely for the purpose of avoiding the burdens and expense of litigation, and the making of this Agreement is not intended, and shall not be construed, as an admission that the University or any of its officers, or employees have violated any federal, state or local law (statutory or decisional), ordinance or regulation, breached any contract or committed any wrong, whatsoever, against Vendor. Execution of, and performance of obligations under, this agreement shall not be construed as an admission of liability or wrongdoing of any nature. The Parties further understand and agree that, upon receipt of the payment, neither Party will be considered a "prevailing party" for any reason, including but not limited to, an award of attorneys' fees or costs under any statute or otherwise.

7. The Parties understand and agree that neither this Agreement nor any payments hereunder shall be subject to assignment.

8. This Agreement represents the entire agreement of the Parties. Vendor acknowledges and agrees that the University, or any representative, agent or employee of the University, has not made any representation or promise to it other than as set forth herein. No other promises or agreements shall be binding unless in writing and signed by the Parties.

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9. This Agreement shall be interpreted in accordance with the laws of the District of Columbia and shall not be construed against either Party as the drafter. In any action arising under, in connection with or relating to this Agreement, the Parties shall be subject to the jurisdiction of the Superior Court of the District of Columbia.

10. The Parties expressly represent and warrant that they are legally authorized to execute this Agreement, that they have been fully informed and have had an opportunity to consult counsel concerning the contents and meaning of this Agreement, and that they will take any necessary steps to obtain the requisite approvals to consummate the payment set forth in this Agreement.

11. The Parties expressly acknowledge they are entering into this Agreement voluntarily. The Parties stipulate, agree, and warrant that they will not challenge or contest in any way the capacity or the authority of any party hereto to make agreements, covenants and stipulations herein.

12. The Parties hereby warrant and represent that they are the sole and lawful owners of all rights, title and interest in and to all matters released and compromised pursuant to this Agreement, and that they have not heretofore assigned or transferred or purported to assign or transfer, any such released matters, in whole or in part, to any other person or entity.

13. The Parties further covenant that they will not maintain any present or future action against each other that relate directly or indirectly to the Purchase Orders, including but not limited to claims for damages alleged or that could have been alleged against the Parties, whether known or unknown, regardless of whether such injuries, damages, or expenses were specifically alleged.

14. The invalidity or unenforceability of any particular provision in this Agreement and Release shall not affect the validity or enforceability of any other provision in this Agreement and Release, unless the elimination of the provision that is invalid or unenforceable causes the Agreement and Release to fail of its essential purpose.

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15. Provided that all Parties hereto execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means. A PDF, facsimile or copy hereof shall be as valid and binding as the original.

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this **SETTLEMENT AGREEMENT AND RELEASE** on the date following their respective signatures.

**University of the
District of Columbia**

Vendor Name

By:

By:

Date: _____

Date: _____

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APPROVAL OF RATIFICATION REQUEST

Upon the request of _____, for the ratification of an
(Vice President/Dean)

unauthorized procurement originating in _____, and upon the
(Department/Program)

recommendation of the Director of Strategic Sourcing & Procurement, contained in the Contracting Officer's Determination and Findings Statement bearing the Ratification Case Number listed herein, that such unauthorized procurement be ratified, I hereby:

approve the ratification of the unauthorized procurement as recommended by the Determination and Findings Statement bearing the ratification case number listed herein, and determine that it is in the best interest of the University System of the District of Columbia to ratify the same.

disapprove the ratification of the unauthorized procurement and determine that it is not in the best interest of the University System of the District of Columbia to ratify the unauthorized procurement associated with the above ratification case number.

If approved:

I hereby approve the payment to _____ an amount not
(Vendor)

exceeding \$ _____, in full and fair satisfaction of the unauthorized procurement.

This approval is contingent upon the execution of an approved settlement agreement between the University and _____.
(Vendor)

Date

Director of Strategic Sourcing & Procurement