

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 \$\_\_\_\_\_.  
*(Enter 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 and the benefit received by the University as a result of the transaction.

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d) Please provide any other pertinent facts or information.

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e) Are there any shipping records, invoices, orders, or requests for payment or other documentary evidence of the transaction?  YES  NO

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:

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f) Remedial Follow-Up

(f.1) Steps taken to prevent unauthorized commitments in the future.

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(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?

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

**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 Chief Contracting Officer approve this ratification request for payment for the goods or services received.

\_\_\_\_\_  
Print Name of VP/Dean

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RATIFICATION FUNDS CERTIFICATION**

I hereby certify that as of this date, \_\_\_\_\_ has funds available to  
*(Department/Program)*  
pay the amount subject to ratification, \$ \_\_\_\_\_. Upon being notified by  
the Chief Contracting Officer that the unauthorized commitment has been ratified, my office will  
promptly prepare the appropriate payment document(s) to execute payment.

\_\_\_\_\_  
Print Name of CFO, Budget Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<p><b>Office of Contracting and Procurement Use Only</b></p> <p>Date Received:</p> <p>Ratification Case No.: _____</p>
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**CONTRACTING OFFICER**

**DETERMINATION AND FINDINGS STATEMENT**

**Ratification Case No.:** \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
(Description of goods or services)

from \_\_\_\_\_ received by the agency on or about \_\_\_\_\_,  
(Contractor Name) (Date or timeframe)

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:

\_\_\_\_\_  
\_\_\_\_\_

**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 Agency 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.

\_\_\_\_\_

*(Provide price reasonableness justification here. No other D&F is necessary)*

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- d) There (\_\_\_\_) is (\_\_\_\_) is not 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.

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Date

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Contract Specialist

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Date

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Chief Contracting Officer

**LEGAL CERTIFICATION FOR RATIFICATION**

**Ratification Case No.:** \_\_\_\_\_

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 \_\_\_\_\_.  
*(Contractor)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

**APPROVAL OF RATIFICATION REQUEST**

**Ratification Case No.:** \_\_\_\_\_

Upon the request of \_\_\_\_\_,  
*(Vice President/Dean)*

unauthorized procurement originating in \_\_\_\_\_,  
*(Department/Program)*

recommendation of the Chief Contracting Officer, 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  
*(Contractor)*

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 \_\_\_\_\_.  
*(Contractor)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Managing Director of Finance



**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** (“Agreement”) is entered by and between [VENDOR] (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 [FROM] through [TO]; and

**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

**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: Subject to the availability of an appropriation and cash, University agrees to pay Vendor the total amount of [VALUE] (\$####.##) 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, subject to an appropriation and availability of cash, within thirty (30) calendar days of the Effective Date of this Agreement, process and issue a check in the amount of [VALUE] (\$####.##) 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. In consideration of the premises of this Agreement, 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 officers, agents, servants and employees, 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.

5. In consideration of the premises of this Agreement, Vendor, its successors and assigns hereby indemnify and hold harmless the University, its officers, agents, servants, employees, 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 University has 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, agents, servants, 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. 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.

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 competent 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. This Agreement will be executed by the Parties in three (3) identical writings, which writings taken together shall constitute one written agreement by and between the Parties.

**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]**

\_\_\_\_\_  
By: Allen L. Sessoms, President

\_\_\_\_\_  
By:

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

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