State of Connecticut
Office of the Attorney General

First Addendum to RFP No. 2014-04

Representation of State of Connecticut with Regard to University of Connecticut

Title IX Investigation

November 26, 2013

The Office of the Attorney General has received the following question concerning RFP #2014-04. The question, along with the response of the Office of the Attorney General, is as follows:

Question 1. Our firm responded to a recent previous RFP from your office. It appears that the required forms for RFP #2014-04 are identical to those that were required as part of the previous RFP. Is it permissible to resubmit the forms we completed for the previous RFP, or are we required to re-complete those forms for our response to RFP #2014-04?

Answer: **Information and forms previously submitted through the Biznet system remain on file. They should be updated if necessary to ensure they are current. Others forms submitted recently in connection with a previous RFP may be resubmitted with this response, as long as they are accompanied by a statement that the information in them is still current. If information submitted in reply to a previous RFP is no longer current, affected forms should be submitted in up-to-date form with a current date and signature, if required.**

A T T O R N E Y G E N E R A L

STATE OF CONNECTICUT

Request for Proposals for Services – RFP # 2014-04 (Representation of University of Connecticut)

The State of Connecticut, Office of the Attorney General, is seeking proposals to provide certain legal services involving representation of University of Connecticut. **PROPOSALS ARE DUE BY December 4, 2013, at 4:30 p.m. local time, as detailed in the RFP**.

This RFP is available online at www.ct.gov/ag, at the Request for Proposal button on the right hand side.

GEORGE C. JEPSEN, Attorney General

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REQUEST FOR PROPOSALS (RFP)
BY
THE STATE OF CONNECTICUT
OFFICE OF THE ATTORNEY GENERAL

Representation of the University of Connecticut
RFP# 2014-04

The State of Connecticut, Office of the Attorney General acting pursuant to Conn. Gen. Stat. § 3-125, is seeking proposals from qualified law firms ("Counsel") to provide certain legal services for the University of Connecticut ("UCONN").

Proposals must be received by the office of the Attorney General by 4:30 p.m., local time, on December 4, 2013. The Attorney General may invite some firms to attend an interview shortly thereafter. Interviews with some proposers will probably be conducted the week of December 16, 2013.

An evaluation committee will evaluate the proposals in accordance with the selection criteria set forth in this RFP, which explains other terms and requirements. The selected firm must enter into a contract with the Office of the Attorney General, substantially in the form of the draft contract set out in Appendix A. The Attorney General encourages minority, women-owned and disadvantaged businesses to apply

All communication with the Attorney General's Office must be undertaken only as specified in this RFP.

SCOPE OF SERVICES

UConn requires Counsel to represent it with regard to allegations of sex discrimination in violation of Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681. The Allegations arise in the context of sexual harassment as described below.

The allegations are made in a Title IX complaint filed with the Office of Civil Rights ("OCR") of the U.S. Department of Education and in a civil action in U.S. District Court in the District of Connecticut seeking injunctive relief, damages and attorney's fees. In addition, there have been public statements that a related *Clery* complaint was filed with the Department of Education in July 2013. There is also a related matter pending before the Connecticut Commission on Human Right and Opportunities ("CHRO"). UConn's compliance with Connecticut Public Act 12-78 is the subject of hearings in the Connecticut General Assembly.

This matter is currently being managed by UConn's General Counsel. However, because of the complexity of the issues, the particular expertise required and the variety and magnitude of resources required, the University has determined, with the concurrence of the Attorney General and the Office of Policy and Management,that outside counsel is required.

Circumstances Requiring Representation

OCR Complaint. On October 21, 2013 an attorney held a press conference in Hartford Connecticut and announced that she was filing a Title IX complaint with OCR on behalf of seven individuals, four of whom were identified by name at the press conference.

The attorney for the complainants has declined to provide a copy of the OCR complaint to the University. The attorney's statement and the statements of the complainants distributed at the press conference are attached as Appendix B.

The Boston regional office of OCR has acknowledged receipt of the complaint, but has not responded to UConn's FOIA request for a copy of the OCR complaint filed against UConn. UConn has not seen the OCR complaint.

UConn expects that OCR will investigate the complaint although OCR has not notified UConn as to its intentions.

Civil Action. On November 1, 2013, the attorney for the complainants filed an action in US District Court for the District of Connecticut on behalf of the same four individuals identified in the press conference. UConn is the sole defendant.

The complaint in the civil action alleges discrimination on the basis of violations of Title IX.

The complaint in the civil action is attached as Appendix C.

CHRO Complaint One of the complainants has also filed a CHRO complaint related to her student employment.

Anticipated Scope of Representation

Proceedings. Counsel retained to represent UConn will advise UConn and assist with UConn's response to the OCR complaint, and the *Clery* complaint, and provide the defense of the civil action in US District Court and the defense of the CHRO complaint as well as any additional administrative proceedings or litigation that may arise from the same subject matter or related matters, as determined by the Attorney General and UConn. Counsel will provide legal advice in connection with the legislative proceedings or proposed legislation, but will not engage in lobbying.

Policy Review. UConn's Board of Trustees has previously engaged independent counsel to, among other things, review UConn's discrimination and harassment policies. The scope of that review will include UConn policies relevant to the allegations of the OCR complaint and the complaint in the civil action, including policies applicable to student-on-student sexual harassment and sexual violence. Counsel retained pursuant to this RFP will not duplicate that effort but will assist in the evaluation of UConn's existing policies, procedures, practices and recourses as they relate to the specific allegations. Such policies include but are not limited to the Sexual Assault Response Policy (http://policy.uconn.edu/?p=2130) and the Child Abuse and Neglect Reporting Policy (http://policy.uconn.edu/?p=2165) approved by the UConn Board of Trustees in January 2012.

In the summer of 2013, the President of UConn formed a Task Force on Civility and Campus Culture. The Task Force is comprised of students, staff and faculty working to make structural and programmatic recommendations to the President on a range of issues, including many directly related to discrimination, harassment and sexual

violence. Counsel will assist UConn in supporting the work of the task Force, evaluating recommendations and implementing recommendations.

Counsel will be engaged by the Attorney General to represent UConn. Counsel will work under the day-to-day direction of the General Counsel of UConn subject to oversight by the Board of Trustees and the Board's Special Committee for investigation.

The contract for services may be for up to three years and up to a maximum amount of $500,000.00.

SELECTION CRITERIA

- Depth and quality of experience and expertise in successfully conducting and managing matters which involve a government investigation and the simultaneous defense of pending or threatened private civil actions.

- Depth and quality of experience in the areas of law implicated by this matter, including the following:

    - Defense of governmental investigations
    - Litigation in federal court
    - Matters with the Connecticut CHRO
    - Defense of claims of discrimination, particularly sex discrimination under Title IX
    - Laws and polices applicable to sexual misconduct, including allegations of sexual misconduct between acquaintances
    - Laws applicable to Connecticut state agencies including employment law and the Connecticut Freedom of Information Act
    - Experience in advising on the interface of litigation and potential legislative inquires and reviews.

- Depth and quality of experience in bringing multi-faceted matters to a cost-effective conclusion.

- Qualifications of personnel, including the experience and availability of the lead attorney(s) and the breadth and depth of experience of other partners, associates and other professionals available to provide the requested services to the State. The extent to which referral or consultation of members of the firm other than the lead team of attorneys will be necessary will also be considered.

- Experience representing major institutions of higher education, especially in the foregoing areas of law.

- Results of reference checking.

- Reasonableness of rates proposed, and demonstrated efficiency in providing sound advice and counsel without unnecessary or excessive charges. Among substantially equally qualified proposers, rates and efficiency will weigh heavily in making a selection. Proposers, without a

Connecticut office who will engage local counsel to comply with US Distrait Court Local Rule 83.1 should explain how the engagement of two firms will be cost effective for the state. Given the potentially large number of witnesses in Connecticut to be interviewed and possibly deposed, proposers without a Connecticut office should explain how that can be accomplished cost effectively.

- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.

- Record of compliance with all applicable ethical rules and rules of professional conduct.

- The proposing firm will not be considered to have an irreconcilable conflict of interest because the firm or attorneys associated with the firm have in the past brought or are currently bringing litigation against the State of Connecticut, whether in court, mediation or arbitration, so long as that litigation does not concern the firm's involvement in matters related to and adverse to the issues described above, or related to any of the issues. All potential conflicts with the State of Connecticut must be fully described and discussed in the proposal.

INSTRUCTIONS TO PROPOSERS

I. Proposal Schedule

Release of RFP:	November 13, 2013
Proposals due:	**December 4, 2013**

From the date the Office of the Attorney General issues this RFP until the date that it awards the Contract to the successful proposer, interested parties should not contact any employee of the State of Connecticut for additional information concerning this RFP, except in writing directed only to Associate Attorney General Joseph Rubin, at Office of the Attorney General, 55 Elm Street, Hartford, CT 06106, or via email at Joseph.Rubin@ct.gov. Interested parties should submit questions no later than November 25, 2013. Answers will be posted by November 27, 2013. Late questions may not receive answers. The Office of the Attorney General will answer questions only in the form of one or more addenda to this RFP, and post them on its website, www.ct.gov/ag, at the Request for Proposal button on the right hand side. Proposers have the responsibility to review that location for any addenda to this RFP.

For technical questions only, concerning issues or problems with access to or downloading of this RFP and associated information from the website, proposers may contact Scott Eliasson by e-mail at scott.eliasson@ct.gov.

II. Sealed Proposals

Proposers must submit their proposals in a SEALED envelope or carton, clearly marked with RFP # 2014-04, the date it is due, and the name and address of the firm. **Proposers may send the proposal by courier or overnight delivery service or deliver it in person to the address below, arriving no later than December 4, 2013, at 4:30 p.m. local time. Because of certain delivery issues, proposals sent by U.S. Postal Service must arrive before 4:30 p.m. on the day prior to the due date.** Proposals will not be publicly opened on the due date. Proposals received after that time may not be accepted. Postmark dates will not be considered as the basis for meeting any submission deadline. All proposals and other communications with the State regarding this RFP must be submitted in writing in sealed envelopes or cartons which clearly identify this RFP. Any material received that does not conform to this provision will be opened as general mail, which may not ensure the proposer's intent or that the materials arrive timely.

State of Connecticut
Office of the Attorney General
Attn: Associate Attorney General Joseph Rubin
RFP # 2014-04
55 Elm Street
Hartford, CT 06106

III. Submission of Proposals

A. To be considered, all submissions must include all of the following:

1. Responses to the questions asked;
2. All information and completed forms attached to this RFP;
3. A statement affirming specifically all of the representations and warranties set forth in Special Terms and Conditions numbers 12 (Independent Price Determinations) and 13 (Offer of Gratuities), below; and
4. The following completed forms:
   Agency Vendor Form (SP-26NB), available at http://www.das.state.ct.us/Purchase/Info/Vendor_Profile_Form_(SP-26NB).pdf; W-9 Form, available at http://www.irs.gov/pub/irs-pdf/fw9.pdf
5. Five paper copies of all required or supporting documents, and five copies of a CD-ROM containing all documents in a format compatible with Microsoft Word, current version, and affording the user the capability of searching its contents; except the signature pages and required or necessary forms not conveniently available in Microsoft Word may be provided in PDF format;
6. Additional required forms as described below must be submitted to or on file with the Biznet system by the deadline for submission of proposals. Paper or electronic copies need not be provided with the submission to the Attorney General's office.

A. INTRODUCTION TO BIZNET

The Connecticut Office of the Attorney General is adhering to the new requirement of the Connecticut Department of Administrative Services ("DAS") that all firms seeking to do business with the State create a business profile, or account, on the DAS Business Network ("BizNet") system. Firms are responsible for updating firm information on a continuous basis as changes occur.

Firms create an account on BizNet by using the following link: https://www.biznet.ct.gov/AccountMaint/Login.aspx. Once your firm creates an account, login and select "CT Procurement" and then "Company Information" for access. If you experience difficulty establishing or otherwise managing your firm's account, please call DAS at 860-713-5095.

DAS has implemented the requirement to create a BizNet account in accordance with Public Act 11-229, enacted to make doing business with the State of Connecticut more business friendly. One benefit to using BizNet is that it will eliminate certain redundancies, such as the former requirement to complete and submit forms even though the forms had been recently submitted in response to another Request for Proposals.

In addition to eliminating redundancy, BizNet has automated the completion and submission of the Ethics Affidavits, Non-Discrimination forms and the Commission on Human Rights and Opportunities (CHRO) Workplace Analysis Affirmative Action Report/Employment Information Form. Firms must now upload these forms electronically to their BizNet account and update them on an annual basis, rather than submitting paper copies with each proposal. Firms will have the ability to view, verify and update their information, by logging in to their BizNet account, prior to submitting responses to an RFP.

For information about **how to upload** the Ethics Affidavits and Non-Discrimination forms please access the following page: **http://das.ct.gov/images/1090/Upload%20Instructions.pdf**

B. ETHICS AFFIDAVITS

THE FOLLOWING ETHICS FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN THESE FORMS, YOU MUST LOGIN TO BIZNET AND FOLLOW THE INSTRUCTIONS REFERENCED ABOVE.

1. OPM Ethics Form 1 – Gift & Campaign Contribution Certification
2. OPM Ethics Form 5 – Consulting Agreement Affidavit
3. OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary

For information about **how to complete** these forms, please access the

Office of Policy & Management's website by using the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

C. NON-DISCRIMINATION FORMS

CHOOSE ONE (1) OF THE FORMS LISTED BELOW THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE THE FORM ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN TO BIZNET AND FOLLOW THE INSTRUCTIONS REFERENCED ABOVE.

1. Form A–Representation by Individual (Regardless of Value)
2. Form B–Representation by Entity (Valued at $50,000 or less)
3. Form C–Affidavit by Entity (RECOMMENDED) (Valued at $50,00 or more)
4. Form D–New Resolution by Entity
5. Form E–Prior Resolution by Entity

For information about **how to complete** these forms, including which form your firm should complete, please access the Office of Policy & Management's website by using the following link: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

D. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT/EMPLOYMENT INFORMATION FORM.

For information about **how to complete** these forms you may contact Richard Campbell at Richard.campbell@ct.gov for assistance.

THE CHRO WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT/EMPLOYMENT INFORMATION MUST BE COMPLETED IN BIZNET AND UPDATED AS NECESSARY. YOU MUST LOGIN TO BIZNET AND FOLLOW THE INSTRUCTIONS REFERENCED ABOVE.

B. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.

C. The submission of proposals shall constitute, without any further act required of the proposers or the Attorney General, acceptance of the requirements, administrative stipulations and all of the terms and conditions of this RFP. Proposals must reflect compliance with such requirements. Failure of the proposal to so comply may result in the Attorney General's rejection of the proposal. The Attorney General will reject any proposal that deviates materially from the specifications, terms or conditions of this RFP. Proposers submitting proposals with any minor or immaterial deviations must identify and fully justify such deviations in order for the Attorney General to consider their proposal.

D. No additions or changes to any proposal will be allowed after the proposal due

date, unless the Attorney General specifically requests such modification. The Attorney General may, at his option, seek proposer retraction and/or clarification of any discrepancy or contradiction found during the review of proposals.

E. **Information Required in the Proposal**

1. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. Include brief resumes for each.

2. Explain the firm's qualifications in light of the stated Selection Criteria detailed above.

3. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as counsel for the State in these matters.

4. If you find any term or provision of the proposed draft contract in Appendix A unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.

5. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.

6. Include a detailed and specific fee proposal. You must include a fee proposal with specific hourly rates for each category of person who will work on the assignment (excluding clerical staff, whose time may not be billed).

7. Provide names and contact information of three client references for whom you have performed services reasonably comparable to those sought in this RFP.

F. **Conformity and Completeness of Proposals**

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

G. **Stability of Proposed Fees**

Any fee proposals must be valid for the entire duration of the Contract. The total cost of this contract should not exceed $500,000.00, and the duration of the contract will not exceed (3) years. If any proposer feels

that a different maximum amount is appropriate, it should so state, with full explanation, in its proposal.

IV. Amendment or Cancellation of this RFP

The Attorney General's Office reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

V. Presentation of Supporting Evidence

Proposers must be prepared to provide evidence of experience, performance, ability, financial resources or other items as the Attorney General's Office deems to be necessary or appropriate concerning the performance capabilities represented in their proposals.

VI. Misrepresentation or Default

The Attorney General's Office may reject the proposal and void any award resulting from this RFP to a firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

VII. Errors

The Attorney General's Office reserves the right to correct clerical or administrative errors that may be made during the evaluation of proposals or during the negotiation of the contract and to change the Contract award accordingly. In addition, the Attorney General's Office reserves the right to re-evaluate proposals and the award of the Contract in light of information either not previously known or otherwise not properly having been taken into account prior to Contract award. In any case, this may include, in extreme circumstances, revoking the awarding of the Contract already made to a firm and subsequently awarding the Contract to another firm. Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office since the Contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the Attorney General's Office and such firm.
The Attorney General's Office may waive minor irregularities found in proposals or allow the proposer to correct them, depending on which is in the best interest of the state. “Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other proposers, as determined in the discretion of the Attorney General.

VIII. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

IX. Validation of Proposals

The proposal must be signed by an authorized official and shall be a binding commitment which the Attorney General's Office may incorporate, in whole or in

part, by reference or otherwise, into the Contract. The proposal must also include evidence that the person submitting the proposal has the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the firm the Contract.

X. Execution of Contract and Related Requirements

(a) This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Attorney General's Office and the selected firm. If the Attorney General's Office and the initial selected firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the Attorney General, then the Attorney General's Office may commence and conclude contract negotiations with other proposers. The Attorney General's Office may decide at any time to start this RFP process again.

(b) Conn. Gen. Stat. § 4-252 requires that this RFP include a notice of the certification requirements described in this statute. Accordingly, pursuant to this statute, firms are notified as follows:

(1) The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section 10(b) shall have the meanings set forth in this statute.

(2) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section 10(b). Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(3) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(A) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (i) such person, firm, corporation, (ii) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (iii) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (I) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the

contract, or (II) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(B) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(C) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(4) Any bidder or proposer that does not make the certifications required under section 10(b)(3) shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(c) Section 4a-81 of the Connecticut General Statutes requires that this RFP include a notice of the consulting affidavit requirements described in the statute. Accordingly, pursuant to the statute, vendors are notified as follows:

(1) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (2) of this section.

(2) The chief official of the vendor awarded a contract described in section 10(c)(1) or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (i) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (ii) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (iii) any other similar activity related to such contract. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics, as of the date such affidavit is submitted.

(3) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the

penalties of false statement.

(4) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated.

(5) The Office of Policy and Management has provided OPM Ethics Form 5 to satisfy the requirements of this statute. Accordingly, the firm must deliver this Form 5, attached as Appendix E, together with its proposal and then deliver an updated Form 5 dated the date that the firm executes the Contract. Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(6) If a vendor refuses to submit the affidavit required under section 10(c)(2), then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

(7) This section 10(c) is set forth here only for purposes of providing notice of the requirements of the Act. Accordingly, it is neither intended nor should it be interpreted nor relied upon to be a complete and full reiteration of the Act's contents. Any interpretation or understanding of the Act's requirements or content by any party must come only from reading the full text of the Act itself.

(d) Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), contractors executing state contracts with a value to the State of $50,000 or more in a calendar or fiscal year shall execute a **Gift and Campaign Contribution Certification (OPM Ethics Form 1)** contemporaneously with the contract certifying that between the planning and start date and the execution date, neither the contract signatory nor any principals nor key personnel of the contractor who participated directly , extensively and substantially in the preparation of the proposal or in the negotiation of the contract gave a contribution to candidates for statewide public office or the General Assembly. The firm must execute the Contract and this Form 1 through the BizNet system as explained in Section III, above, and update the form at least annually.

Contractors are then required to submit a contract certification **(**annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign (OPM Ethics Form 1) for this purpose, attached as Appendix B.

(e) Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the contractor's nondiscrimination agreements and warranties which are

included in such contractor's contract pursuant to said statutes. The applicable certification form must be completed and submitted through the BizNet system, as explained in Section III, above, and updated at least annually.

XI. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by firms with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

XII. Independent Price Determinations

In the proposals, firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm prior to the deadline for submission of proposals directly or indirectly to any other organization or to any competitor; and
c) No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

XIII. Offer of Gratuities

The firm must represent that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Attorney General's Office if it is determined that gratuities of any kind were either offered to, or received by, any of state officials or employees from the firm, the law firm's agent(s), representatives(s) or employees(s). Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office.

XIV. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the firm therein or thereto may not be sublet, sold, transferred, assigned or otherwise disposed of to any person or entity without the prior written consent of the Attorney General's Office. No person or entity, other than the firm to which the Contract was awarded, is permitted to perform work without the prior written approval of the Attorney General's Office.

XV. Freedom of Information

The Office of the Attorney General is a public agency and its records, including responses to this RFP, are public records. *See* Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all

proposals received. However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete, and any completed contract will be considered public information. The Attorney General's Office has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Attorney General's Office have any liability for the disclosure of any documents or information in its possession which the Attorney General's Office believes are required to be disclosed pursuant to the FOIA or other requirements of law.

XVI. Conformance with Federal, State and Other Requirements

In the Contract, the firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

XVII. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, in accordance with its terms and conditions.

XVIII. Americans with Disabilities Act

The firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

XIX. Affirmative Action and Contract Compliance Reporting

Firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to this RFP specification, weight may also be given to firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

XX. Campaign Contribution and Solicitation Ban

With regard to a State contract, as defined in Public Act No. 07-1, having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to the proposal in response to this RFP expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

APPENDIX A
TO REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE STATE OF CONNECTICUT,
ACTING BY ITS ATTORNEY GENERAL,
A N D
(Law Firm)

This Agreement is made by and between the STATE OF CONNECTICUT, acting by its ATTORNEY GENERAL, George C. Jepsen, duly authorized pursuant to Section 3-125 of the Connecticut General Statutes, with an office at 55 Elm Street, Hartford, CT 06106 and ("CONTRACTOR"), acting by (name), with its principal place of business at (address).

In consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: <u>SCOPE OF SERVICES</u>

1.1 The services to be performed by the CONTRACTOR shall consist of the following, collectively referred to as "SERVICES:"

(a) Representation of the University of Connecticut ("UConn") with regard to allegations of sex discrimination in violation of Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681. The Allegations arise in the context of sexual harassment as described below.

The allegations are made in a Title IX complaint filed with the Office of Civil Rights ("OCR") of the U.S. Department of Education and in a civil action in U.S. District Court in the District of Connecticut seeking injunctive relief, damages and attorney's fees. In addition, there have been public statements that a related *Clery* complaint was filed with the Department of Education in July 2013. There is a related matter pending before the Connecticut Commission on Human Right and Opportunities ("CHRO"). UConn's compliance with Connecticut Public Act 12-78 is the subject of hearing s in the Connecticut General Assembly.

<u>Circumstances Requiring Representation</u>

<u>OCR Complaint.</u> On October 21, 2013 an attorney held a press conference in Hartford Connecticut and announced that she was filing a Title IX complaint with OCR on behalf of seven individuals, four of whom were identified by name at the press conference.

<u>Civil Action.</u> On November 1, 2013, the attorney for the complainants filed an action in US District Court for the District of Connecticut on behalf of the same four individuals identified in the press conference. UConn is the sole defendant.

The complaint in the civil action alleges discrimination on the basis of in violation of Title IX.

CHRO Complaint One of the complainants has also filed a CHRO complaint related to her student employment.

Anticipated Scope of Representation

Proceedings. Counsel retained to represent UConn will advise UConn and assist with UConn's response to the OCR complaint, and the *Clery* complaint, and provide the defense of the civil action in US District Court and the defense of the CHRO complaint as well as any additional administrative proceedings or litigation that may arise from the same subject matter or related matters, as determined by the Attorney General and UConn. Counsel will provide legal advice in connection with the legislative proceedings or proposed legislation, but will not engage in lobbying.

Policy Review. UConn's Board of Trustees has previously engaged independent counsel to, among other things, review UConn's discrimination and harassment policies. The scope of that review will include UConn policies relevant to the allegations of the OCR complaint and the complaint in the civil action, including policies applicable to student-on-student sexual harassment and sexual violence. Counsel retained pursuant to this RFP will not duplicate that effort but will assist in the evaluation of UConn's existing policies, procedures, practices and recourses as they relate to the specific allegations. Such policies include but are not limited to the Sexual Assault Response Policy (http://policy.uconn.edu/?p=2130) and the Child Abuse and Neglect Reporting Policy (http://policy.uconn.edu/?p=2165) approved by the UConn Board of Trustees in January 2012.

In the summer of 2013, the President of UConn formed a Task Force on Civility and Campus Culture. The Task Force is comprised of students, staff and faculty working to make structural and programmatic recommendations to the President on a range of issues, including many directly related to discrimination, harassment and sexual violence. Counsel will assist UConn in supporting the work of the task Force, evaluating recommendations and implementing recommendations.

Counsel will be employed by the Attorney General to represent UConn. Counsel will work under the day-to-day direction of the General Counsel of UConn subject to oversight by the Board of Trustees and the Board's Special Committee for investigation.

(b) Review, analysis, investigation and research necessary to carry out the Services.

(c) Preparing, writing and providing to the ATTORNEY GENERAL or his designee all documents and instruments, in electronic, magnetic, paper and any other form, which are necessary or appropriate to carry out said Services.

(d) Negotiating and/or engaging in mediation, with the approval of the

ATTORNEY GENERAL, with any and/or all parties necessary to carry out the Services.

(e) Making all court and agency appearances and filings and representing the State in all related actions, pending or threatened, suits, claims, investigations, legal, administrative, mediation or arbitration proceedings, whether at law or in equity, in any forum (collectively, "Actions") as determined to be necessary and/or appropriate in consultation with the ATTORNEY GENERAL and/or his designee.

(f) Hiring and consulting with expert witnesses, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by the ATTORNEY GENERAL and UConn subject to the following requirements and limitations:

(1) Terms of subcontracts over $5000.00 must be approved in writing and in advance by the ATTORNEY GENERAL and UConn. In requesting approval, CONTRACTOR must include the following information:

(a) Why it is necessary to hire a subcontractor.
(b) How the proposed subcontractor was selected.
(c) Proposed rates and reimbursements for the subcontractor.
(d) Comparison of these rates to those of other qualified subcontractors.

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

(3) CONTRACTOR's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(g) Providing all necessary paralegal and clerical support.

(h) Performing all tasks under this Agreement in coordination with the ATTORNEY GENERAL and UConn.

SECTION 2: <u>AGREEMENT ADMINISTRATION</u>

2.1 The person in charge of administering this Agreement on behalf of the ATTORNEY GENERAL is (name), Assistant Attorney General and his successors in office, whose contact information is as follows:

Office of the Attorney General
_____
Hartford, CT (zip code)
Telephone: (860) 808-(#)
Fax: (860) 808-(#)
email: (address) @po.state.ct.us

2.2 The person in charge of administering this Agreement on behalf of the University of Connecticut shall be:

_____
_____

Telephone: _____
e-mail: _____

2.3 The person in charge of administering this Agreement on behalf of the CONTRACTOR is:_____, whose contact information is as follows:

_____
_____
Telephone: _____
Fax: _____
e-mail: _____

2.4 The professional staff members of CONTRACTOR primarily responsible for the performance of this Agreement are _____. The CONTRACTOR may not change these individuals without the prior written consent of the ATTORNEY GENERAL.

2.5 Within seven days after receiving a request by the ATTORNEY GENERAL, the CONTRACTOR shall remove from assignment to this Agreement any specified professional or other staff and, at the ATTORNEY GENERAL'S request, shall augment the remaining staff with such other staff as is acceptable to the ATTORNEY GENERAL.

SECTION 3: <u>COMPENSATION AND REIMBURSEMENT</u>

3.1 The ATTORNEY GENERAL agrees to compensate the CONTRACTOR for Services solely in accordance with the following hourly rate schedule:

(a) _____ _____

(b) _____ _____

(c) _____ _____

(d) _____ _____

The above hourly rates shall be charged only for actual time spent rendering such Services; the CONTRACTOR shall not "round off' time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL shall not be charged for any other time expended by the CONTRACTOR during travel, overnight stays, or the like associated with the

performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Assistant Attorney General and_____. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL, CONTRACTOR must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL or his designee may, prior to authorizing payment under this Section, require the CONTRACTOR to submit such additional accounting and information as he deems to be necessary or appropriate. The CONTRACTOR shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by this Section and the Status Reports and Records Section of this Agreement. All bills must be sent to **Office of the Attorney General-Business Office, 55 Elm Street-4th Floor Annex, Hartford, Connecticut 06106-1774.**

3.3 Within twenty days of execution of this Agreement, the CONTRACTOR shall submit to the ATTORNEY GENERAL and the _____ for approval a detailed projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, with a total cost not to exceed the maximum amount of this Agreement and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, or upon having reason to believe that the Services or any portion of the Services cannot be completed within the amount budgeted for the Services or that portion of the Services, the CONTRACTOR shall submit to the ATTORNEY GENERAL and the _____ for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in this Section, the CONTRACTOR shall consult with the ATTORNEY GENERAL or his designee, for the purpose of (1) revising the Services; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL and _____, in their sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The CONTRACTOR will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The ATTORNEY GENERAL agrees to reimburse the CONTRACTOR for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL shall not reimburse the CONTRACTOR for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other

than long-distance telephone line charges), clerical staff, library staff, proofreading staff, meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL and _____. The CONTRACTOR shall be reimbursed for reasonable expenses for transportation, parking and reasonable lodging and meals associated with interstate travel, specifically excluding first class airfare, as approved in advance by the ATTORNEY GENERAL or his designee. Reimbursable interstate travel shall not include travel to meet with staff of the _____ or the ATTORNEY GENERAL, and all such meetings shall be conducted in Hartford, Connecticut, unless otherwise specified by the _____ or the ATTORNEY GENERAL.

3.5 The CONTRACTOR shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed in Connecticut Lawyers Basic Practice Manual (1986) and Connecticut Lawyers Basic Practice Manual (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL or his designee at on or before the third business day following the date of his written request. The ATTORNEY GENERAL shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The CONTRACTOR shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL or _____ concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among attorneys and/or staff within the CONTRACTOR'S firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL and the _____ shall make the final determination, in their sole discretion, as to the adequacy of such description.

3.7 Absent the consent of the ATTORNEY GENERAL or his designee, the CONTRACTOR shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut at or during any meeting, conference or proceeding, in person or otherwise, in any forum, in connection with performing the Services. Where more than one attorney has attended or participated in any such meeting, conference or proceeding without the consent of the ATTORNEY GENERAL or his designee, the CONTRACTOR shall be compensated only for the time of the most senior attorney in attendance or participating.

3.8 The CONTRACTOR shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example and not limitation, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 Maximum payments under this Agreement shall not exceed (written amount) ($ amount).

3.11 The ATTORNEY GENERAL shall have the right, without the need of prior notice to the CONTRACTOR, to assign the performance of some aspect of the Services to an Associate or Assistant Attorney General where the ATTORNEY GENERAL, in his sole discretion, finds that such an assignment would best serve the interests of the State of Connecticut. This assignment shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.

3.12 Compensation and reimbursement provided under this Section constitutes full and complete payment for all costs and expenses incurred or assumed by the CONTRACTOR in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the ATTORNEY GENERAL without the prior written approval of the ATTORNEY GENERAL or his designee.

SECTION 4: <u>TERMINATION</u>

4.1 Notwithstanding any provisions in this Agreement, the ATTORNEY GENERAL, through a duly authorized employee, may terminate the Agreement whenever the ATTORNEY GENERAL makes a written determination that such termination is in the best interests of the State. The ATTORNEY GENERAL shall notify the CONTRACTOR in writing of termination pursuant to this Section, which notice shall specify the effective date of termination and the extent to which the CONTRACTOR must complete performance of the Services prior to such date.

4.2 Upon receipt of a written notice of termination from the ATTORNEY GENERAL, the CONTRACTOR shall cease operations as directed by the ATTORNEY GENERAL in the notice, and take all actions that are necessary or appropriate, or that the ATTORNEY GENERAL may reasonably direct, for the protection and preservation of the Records, as that term is defined in the Indemnification Section of this Agreement. Except for any work which the ATTORNEY GENERAL directs the CONTRACTOR to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the CONTRACTOR shall terminate or conclude all existing subcontracts.

4.3 In the case of any termination, the ATTORNEY GENERAL shall, within forty-five (45) days of final billing after the effective date of termination, pay the CONTRACTOR for its performance rendered and accepted by the ATTORNEY GENERAL, in addition to all actual and reasonable costs incurred after notice of termination in completing those portions of the Services which the CONTRACTOR was required to complete by the notice. However, the CONTRACTOR is not entitled to receive and the ATTORNEY GENERAL is not obligated to tender to the CONTRACTOR any payments for anticipated or lost profits.

4.4 Upon termination of the Agreement, all rights and obligations shall be null

and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

4.5 Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by the ATTORNEY GENERAL.

4.6 Upon receipt of written notification from the ATTORNEY GENERAL of termination, the CONTRACTOR shall immediately cease to perform the Services unless otherwise directed by the ATTORNEY GENERAL or to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The CONTRACTOR shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format no later than the fifteenth day following the receipt of the above written notice, together with a detailed hourly description of the Services performed and expenses reasonably incurred.

4.7 The CONTRACTOR, on sixty (60) days' prior written notice to the ATTORNEY GENERAL, may terminate this Agreement.

4.8 On the effective date of CONTRACTOR's termination, the CONTRACTOR shall immediately cease to perform the Services except to the extent necessary to prevent the State from failing to make timely filings or otherwise failing to comply with court orders or the law. The Records are deemed to be the property of the State. The CONTRACTOR shall assemble and deliver to the ATTORNEY GENERAL all Records in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the ATTORNEY GENERAL or his designee as soon as possible in a non-proprietary format, such as, but not limited to, ASCII or TXT, but no later than the fifteenth day following the transmittal of the written notice, together with a description of the cost of the Services performed and expenses reasonably incurred.

4.9 If CONTRACTOR terminates this Agreement, CONTRACTOR shall not be entitled to any compensation for Services that are rendered or payment for expenses that are incurred subsequent to the date of termination.

SECTION 5: <u>TIME OF PERFORMANCE</u>

5.1 The CONTRACTOR shall perform the Services at such times and in such sequence as may be reasonably directed by the ATTORNEY GENERAL and the_____.

5.2 This Agreement will run from its effective date until the tasks set forth in the Scope of Services Section of this Agreement are performed or completed to the satisfaction of the ATTORNEY GENERAL, or unless sooner terminated in accordance with the Termination and Cancellation Sections of this Agreement, but

in no event beyond _____, unless otherwise amended.

SECTION 6: <u>SETOFF</u>

6.1 In addition to all other remedies that the ATTORNEY GENERAL may have, the ATTORNEY GENERAL, in his sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the CONTRACTOR's unexcused non-performance under the Agreement and under any other agreement or arrangement that the CONTRACTOR has with the State and (2) any other amounts that are due or may become due from the State to the CONTRACTOR, against amounts otherwise due or that may become due to the CONTRACTOR under the Agreement, or under any other agreement or arrangement that the CONTRACTOR has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the CONTRACTOR's breach of the Agreement, all of which shall survive any setoffs by the State.

SECTION 7: <u>CROSS DEFAULT</u>

7.1 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under the Agreement, then the ATTORNEY GENERAL may, in his sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the CONTRACTOR has with the ATTORNEY GENERAL. Accordingly, the ATTORNEY GENERAL may then exercise at his sole option any and all of its rights or remedies provided for in the Agreement or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Other Agreements.

7.2 If the CONTRACTOR breaches, defaults or in any way fails to perform satisfactorily under any or all Other Agreements with the ATTORNEY GENERAL or the State, then the ATTORNEY GENERAL may, in his sole discretion, without more and without any action whatsoever required of the ATTORNEY GENERAL, treat any such event as a breach, default or failure to perform under the Agreement. Accordingly, the ATTORNEY GENERAL may then exercise at his sole option any and all of its rights or remedies provided for in the Other Agreements or the Agreement, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the ATTORNEY GENERAL or the State, as if the CONTRACTOR had suffered a breach, default or failure to perform under the Agreement.

SECTION 8: <u>REPRESENTATIONS AND WARRANTIES</u>

8.1 The CONTRACTOR represents and warrants to the ATTORNEY GENERAL for itself and for the CONTRACTOR Agents, as defined in the Indemnification Section of this Agreement, as applicable, that:

(a) the contractor is duly and validly existing under the laws of its state of organization and is authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, it

has taken all necessary action to authorize the execution, delivery and performance of the proposal and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;

(b) it will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations under and pursuant to the Agreement, including, but not limited to Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics;

(c) the execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) Contractor and Contractor's Agents have not, within the three years preceding the Agreement, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) Contractor and Contractor's Agents are not presently indicted or, to the best of their knowledge, under investigation for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) Contractor and Contractor's Agents have not within the three years preceding the Agreement had one or more contracts with any governmental entity terminated for cause;

(h) to the best of its knowledge, there are no Claims, as defined in the Indemnification Section of this Agreement, involving the CONTRACTOR that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement;

(i) it shall disclose, to the best of its knowledge, to the ATTORNEY GENERAL in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, no later than ten (10) days after

becoming aware or after they should have become aware of any such Claims;

(j) its participation in the request for proposal process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(k) the proposal was not made in connection or concert with any other person, entity or proposer submitting a proposal and is in all respects fair and without collusion or fraud;

(l) it has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(m) it owes no past due unemployment compensation contributions;

(n) it is not delinquent in the payment of any taxes owed to the State of Connecticut.

(o) it shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The CONTRACTOR shall keep all confidential or privileged the Records in secured areas and shall take reasonable precautions to protect the Records from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

(p) During the course of this Agreement, the CONTRACTOR shall not represent any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the ATTORNEY GENERAL or create an appearance of impropriety.

(q) The COUNSEL will not knowingly enter into or retain any business relationships or enterprise in which an employee of the office of the Attorney General holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the ATTORNEY GENERAL.

SECTION 9: <u>STATUS REPORTS AND RECORDS</u>

9.1 Upon written or oral request by the ATTORNEY GENERAL or his designee, the CONTRACTOR will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The CONTRACTOR, upon the request of the ATTORNEY GENERAL or

his designee, shall give to the ATTORNEY GENERAL or his designee all original documentation, or, in the sole discretion of the ATTORNEY GENERAL or his designee, copies thereof, filed in the course of, or arising out of, the CONTRACTOR'S performance of the Services. The CONTRACTOR shall otherwise maintain all original documentation, or copies thereof in the manner specified in the Representation and Warranties Section of this Agreement, for a period of six (6) years after the termination of this Agreement.

SECTION 10: <u>INSURANCE</u>

10.1 Before commencing performance of the Services, the CONTRACTOR shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance:

(a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the work covered by this Agreement or the general aggregate limit shall be twice the occurrence limit.

(b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the COUNSEL does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Services, then automobile coverage is not required.

(c) Workers' Compensation and Employers Liability: coverage in compliance with applicable workers compensation laws. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Disease - Policy limit, $100,000 each employee.

(d) Professional Liability: The CONTRACTOR shall secure and maintain, at no cost or expense to the State, a professional liability insurance policy in a form acceptable to the ATTORNEY GENERAL in the minimum amount of _____dollars ($_____) with a deductible not to exceed _____ ($_____). This policy shall insure the CONTRACTOR against damages and costs resulting from negligent acts, errors, and omissions in the work performed by the CONTRACTOR on and after the effective date of, and under the terms of, this Agreement. The CONTRACTOR may, at its election, obtain a policy containing a maximum ($_____) deductible clause, but if so, the CONTRACTOR shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than thirty (30) days after the effective date of this

Agreement, the CONTRACTOR shall furnish to the ATTORNEY GENERAL on a form or forms acceptable to the ATTORNEY GENERAL, a Certificate of Insurance, including amendment(s), fully executed by an insurance company or companies satisfactory to the ATTORNEY GENERAL for the insurance policy or policies required in the Status Reports and Records Section of this Agreement, which policy or policies shall be in accordance with the terms of the Certificate of Insurance.

SECTION 11: <u>INDEMNIFICATION</u>

11.1 The CONTRACTOR shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the CONTRACTOR or CONTRACTOR Agents, as defined below; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The CONTRACTOR shall use contractor reasonably acceptable to the State in carrying out its obligations under this Section. The CONTRACTOR's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of the Agreement.

11.2 The CONTRACTOR shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the CONTRACTOR or any CONTRACTOR Agents. The State shall give the CONTRACTOR reasonable notice of any such Claims.

11.3 The CONTRACTOR's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the CONTRACTOR is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

11.4 The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

11.5 This section shall survive the Termination, Cancellation or Expiration of the Agreement, and shall not be limited by reason of any insurance coverage.

11.6 The term "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

11.7 The term "CONTRACTOR Agents" means the CONTRACTOR's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or

entity with whom the CONTRACTOR is in privity of oral or written contract and the CONTRACTOR intends for such other person or entity to perform under the Agreement in any capacity.

11.8 The term “Records” means all working papers and such other information and materials as may have been accumulated by the CONTRACTOR or CONTRACTOR Agents in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

11.9 The CONTRACTOR shall not use, raise, or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any Claims against the CONTRACTOR arising out of the work performed under this Agreement, or as a defense in any Claims, unless specifically authorized to do so in writing by the ATTORNEY GENERAL or his designee.

SECTION 12: <u>CHANGES TO THIS AGREEMENT</u>

12.1 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, must be in writing and executed by all the parties to this Agreement in order to be enforceable.

SECTION 13: <u>REQUIRED PERSONNEL/OFFICE</u>

13.1 On or before the effective date of this Agreement, the CONTRACTOR shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the Services to the satisfaction of the ATTORNEY GENERAL.

13.2 The personnel shall not be employees of or have any contractual relationship with the Office of the Attorney General.

13.3 All the Services shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under law to perform the applicable Services.

SECTION 14: <u>NONDISCRIMINATION</u>

14.1 (a) For purposes of this Section, the following terms are defined as follows:

i. "Commission" means the Commission on Human Rights and Opportunities;
ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
iv. "Gender identity or expression" means a person's gender-related

identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of

the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such

subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

SECTION 15: <u>CERTAIN STATE ETHICS REQUIREMENTS</u>

15.1 For all State contracts as defined in P.A. 07-01 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this

Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contributions and solicitation prohibitions, and will inform its principals of the contents of the notice.

15.2 Pursuant to Governor M. Jodi Rell's Executive Order No. 1, paragraph 8, and Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10(a), the CONTRACTOR must submit a contract certification annually to update previously submitted certification forms for state contracts. Contractors must use the Gift and Campaign Contribution Certification (OPM Ethics Form 1) for this purpose, attached as Appendix B. The first of these OPM Ethics Form 1 certifications is due on the first annual anniversary date of the execution of this Agreement and then every succeeding annual anniversary date during the time that this Agreement is in effect, including the first anniversary date following the termination or expiration of this Agreement or conclusion of the Services. This provision shall survive the termination or expiration of the Agreement in order for the CONTRACTOR to satisfy its obligation to submit the last certification.

SECTION 16: APPLICABLE EXECUTIVE ORDERS OF THE GOVERNOR

16.1 The CONTRACTOR shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace and Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the CONTRACTOR'S request, the ATTORNEY GENERAL shall provide a copy of these orders to the CONTRACTOR.

SECTION 17: CONFIDENTIALITY

17.1 All of the reports, information, data, and other papers and materials, in whatever form, prepared or assembled by the CONTRACTOR under this Agreement are confidential, and the CONTRACTOR shall not make them available to any individual or organization, other than in connection with the performance of those duties and responsibilities, without the prior written approval of the ATTORNEY GENERAL or his designee.

17.2 The ATTORNEY GENERAL will afford due regard to any request of the CONTRACTOR for the protection of proprietary or confidential information which the ATTORNEY GENERAL receives from the CONTRACTOR. However, all materials associated with the the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the CONTRACTOR may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the CONTRACTOR believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify

each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the CONTRACTOR that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, especially including the Records, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. The ATTORNEY GENERAL shall not have any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The CONTRACTOR shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the ATTORNEY GENERAL or the State have any liability for the disclosure of any documents or information in its possession which the ATTORNEY GENERAL believes are required to be disclosed pursuant to the FOIA or other requirements of law.

SECTION 18: MISCELLANEOUS

18.1 The sole and exclusive means for the presentation of any Claim, as defined in the Indemnification Section of this Agreement, against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State). The CONTRACTOR shall not initiate any legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

18.2 The Agreement shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that Chapter 53 of the Connecticut General Statutes does not apply and to the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims, as defined in the Indemnification Section of this Agreement, in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

18.3 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

18.4 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the effective date of this Agreement, whether oral or written.

18.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or

circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

18.6 The ATTORNEY GENERAL and the CONTRACTOR shall not be excused from their obligation to perform in accordance with the Agreement except in the case of force majeure events and as otherwise provided for in the Agreement. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance. "Force majeure events" means events that materially affect the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the CONTRACTOR, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the CONTRACTOR, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

18.7 The CONTRACTOR shall not refer to services provided to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the ATTORNEY GENERAL's prior written approval.

18.8 The CONTRACTOR shall notify the ATTORNEY GENERAL in writing no later than ten (10) days from the effective date of any change in (1) its certificate of incorporation or other organizational document, or (2) a controlling interest in the ownership of the CONTRACTOR. No such change shall relieve the CONTRACTOR of any responsibility for the accuracy and completeness of the performance. The CONTRACTOR shall deliver such documents to the ATTORNEY GENERAL in accordance with the terms of the ATTORNEY GENERAL's written request. The ATTORNEY GENERAL may also require, and the CONTRACTOR shall deliver, a financial statement showing that solvency of the CONTRACTOR is maintained.

18.9 The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Agreement and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

18.10 The CONTRACTOR shall maintain accurate Records and shall make all of the Records available at all reasonable hours for audit and inspection by the State. This includes, but is not limited to accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in the Representations and Warranties Section, and made available for six years after the termination of this Agreement and shall be made available and furnished upon request to the ATTORNEY GENERAL or his designee on or before the tenth business day following the date of the written request. The CONTRACTOR will cooperate fully with any and all audit or review of billing by the ATTORNEY GENERAL or any other agency, person, or entity acting on behalf of the ATTORNEY GENERAL or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

18.11 The CONTRACTOR shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved.

18.12 The CONTRACTOR shall be responsible for the entire performance under the Agreement. The CONTRACTOR shall be the sole point of contact concerning the management of the Agreement, including performance and payment issues. The CONTRACTOR is solely and completely responsible for adherence by the CONTRACTOR Agents to all applicable provisions of the Agreement.

18.13 The waiver of a term or condition by the ATTORNEY GENERAL or his designee shall not (i) entitle the CONTRACTOR to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the ATTORNEY GENERAL or any Department not already in the Agreement, as amended, modified or superseded; or (iii) subject the ATTORNEY GENERAL or the State of Connecticut or any department or agency thereof to any Claims.

18.14 If a disagreement arises between the parties to this Agreement as to whether or not the CONTRACTOR has or may in the foreseeable future have a conflict of interest or there exists or may exist in the foreseeable future an appearance of impropriety, the ATTORNEY GENERAL'S determination shall be final and dispositive of the issue. Where the ATTORNEY GENERAL determines that the CONTRACTOR'S representation of any client constitutes a conflict of interest, or creates an appearance of impropriety, the CONTRACTOR shall, within five days of the posting of notice by the ATTORNEY GENERAL or his designee to the CONTRACTOR, withdraw from the representation of the client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or the ATTORNEY GENERAL waives such conflict. Nothing in this subsection shall be construed as restricting or otherwise limiting CONTRACTOR'S rights under the Termination and Cancellation Section of this Agreement.

18.15 Unless the ATTORNEY GENERAL designates otherwise in writing, all Records generated or collected by the CONTRACTOR, the CONTRACTOR'S agent or any subcontractor, in the scope of their work under this Agreement are the exclusive property of the State of Connecticut and no one else shall have any right, including but not limited to, intellectual property, copyright and trademark rights, in those Records.

18.16 The CONTRACTOR acknowledges that the ATTORNEY GENERAL has relied upon all of CONTRACTOR'S representations in its proposal, submitted in response to the ATTORNEY GENERAL'S Request for Proposals concerning this matter and all subsequent information supplied to the ATTORNEY GENERAL in writing thereafter, as the basis for entering into this Agreement with the CONTRACTOR. Any material misrepresentation, omission, mistake or error in those submittals shall be deemed to be a breach of this Agreement, which the ATTORNEY GENERAL may, in his sole discretion, waive or afford the CONTRACTOR the opportunity to cure in accordance with the written notice of such breach sent to the CONTRACTOR.

18.17 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

18.18 The parties acknowledge and agree that nothing in the ATTORNEY GENERAL's request for proposals or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this Section conflicts with any other section, this Section shall govern.

18.19 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by any express delivery service, in either case addressed to the persons identified in the Agreement Administration Section of this Agreement, or in each case to such other person and/or address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Agreement (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested, or, placed with a recognized, express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

18.20 If to the ATTORNEY GENERAL:

State of Connecticut Office of the Attorney General
_____
Hartford, CT _____
Attention: _____, Assistant Attorney General

If to the CONTRACTOR:

_____
_____
_____
_____
Attention: _____

18.21 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

18.22 Time is of the essence in this Agreement.

18.23 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed five (5) counterparts of

this Agreement.

_____ By: _____
Date

STATE OF CONNECTICUT

_____ By: _____
Date George C. Jepsen
Attorney General

B

APPENDIX "B"

Contact: Gloria Allred
Phone: 323-653-6530
Email: gallred@amglaw.com

Statement of Gloria Allred

Today, seven current and former students at the University of Connecticut filed a complaint with the Office of Civil Rights claiming that their rights under Title IX have been violated by the University. They are requesting an investigation and that action be taken. They are simply tired of seeing women being raped and sexually assaulted at the University while the administration shows deliberate indifference and they have joined the ranks of women at many Universities across the country that have chosen to fight back.

The Title IX complaint sets forth details of rapes, sexual assaults, and sexual batteries that have occurred at UConn and details the manner in which UConn has failed to abide by the federal law which guarantees students the right to an education free from the violation of their human and civil rights.

I am proud to stand here today in support of these brave young women who have come forward to stand up for themselves and countless other women who have been sexually assaulted while trying to get an education. The young women here today, like the many others on college campuses that have come before them and filed complaints with the Office of Civil Rights, feel that they have been betrayed by UConn which has failed to keep them safe and betrayed them once they reported what happened to them to College administrators.

For example, Ms. Angel, who is here today is a former student at UConn who alleges that she was raped by a classmate in her on-campus dorm provided to her by her summer job at UConn. She reported the rape to the administration and after a hearing. Ms. Angel was told that the perpetrator had been found guilty of sexual misconduct, possession of drugs, providing alcohol to a minor and breaking and entering. Ms. Kylie was told that the perpetrator was going to be expelled immediately.

Several weeks later, Ms. Angel was in the dining hall on campus - - she looked up . Her perpetrator was sitting right next to her - Ms. Angel ran to the bathroom and called her therapist who she had been seeing since two months after the rape. She was advised to go to the Uconn police. She went in person to the UConn Police along with two friends. The Chief of Police brought her

back into a room with a female police officer. Ms. Angel told them what happened. The female officer said that if women stopped spreading their legs like peanut butter that rapes would stop happening.

After considerable effort she was able to arrange a meeting with the VP of Student Affairs, John Saddlemire and Cathy Cox, Director of Community Standards. They said that someone should have contacted her to let her know that as a result of an appeal by the perpetrator that the sanctions had been lifted even though the findings remained the same. Ms. Angel had not even been made aware of the fact that an appeal had been filed. Nor was she given any opportunity to address the issues involved.

Carolyn Luby is a current student at UConn.

On April 24, 2013, Carolyn Luby wrote an open letter to President Susan Herbst, which was published on an academic website called The Feminist Wire. This open letter was written to draw attention to the way the administration at the University of Connecticut had been deliberately indifferent to issues of sexual violence and had contributed to an environment where sexual assault and violence was minimized, trivialized, and even condoned.

A website called Barstool Sports picked up the letter, cited her first and last name, posted pictures of what she looked like, and dedicated three separate pages to hate speech and threats directed towards her and her letter. Almost immediately thereafter, Ms. Luby began receiving threats on campus by students ranging from "That's that bitch who wants to get raped" to students approaching her saying "You sure are pretty enough to rape."

One anonymous email stated. "I hope you get raped by a husky." A number of UConn students on campus in a car taunted her saying "here kitty kitty" and barking and growling like huskies while threatening to rape her." The Administration was well aware of the fact that Ms. Luby was being targeted and that she was not safe on campus, but failed to take action to protect Ms. Luby. Indeed. the Feminist Wire generated a petition to the University's administration urging them to intervene, which went unanswered despite garnering 1,200 signatures. Three Women's Gender and Sexuality Studies professors for the University of Connecticut published an article imploring the administration to respond, to which no response was given.

Instead, Ms. Luby was further attacked by the very administration that should have been protecting her. On

May 7th, 2013 President Herbst described Luby's act of publishing an open letter as "inappropriate". President Herbst said she would make no statement to the community about the backlash against Luby in order to "protect the status of an open investigation". As of today, Ms Luby has still heard nothing from UConn about her case that was opened in April in response to the backlash, threats and sexual harassment that she was subjected to following her open letter.

We believe that Ms. Herbst's action was inappropriate and that the University's actions have been inappropriate insofar as these women who are here today publicly and the other women named in the Title IX complaint and the many other women who have not yet felt safe enough to come forward.

We are hopeful that as a result of the investigation that we are asking for that the University will be forced to comply with federal law and create a safe environment for students to study and learn and achieve their objectives in attending College.

October 21, 2013

Contact: Gloria Allred
Phone: 323-653-6530
Email: gallred@amglaw.com

Statement of Carolyn Luby

My name is Carolyn Luby, I am a fifth year student at UConn and I am filing as the lead complainant against University of Connecticut with the Office for Civil Rights.

Last spring I published an open letter with the intent of drawing widespread attention to the way the administration at the University has been deliberately indifferent to issues of sexual violence and has contributed to an environment where sexual assault is minimized, trivialized, and even condoned by the university at large. This letter was informed by my previous experience as a sexual assault survivor at UConn and by the countless stories I had heard of so many other students who had been victimized by both individual perpetrators and by the institution that was supposed to protect them.

Within 24 hours of publication, my letter unexpectedly went viral and I began receiving rape and death threats through every facet of the internet, as well as from students on campus. The magnitude of this backlash made national headlines, and the harassment I was subjected to was even trivialized on the Rush Limbaugh radio show.

The administration at UConn knew about the sexual harassment and hostile environment I experienced, yet responded with resounding silence. The president of the university made no official announcement following my ordeal to make clear to the UConn community that the threats, stalking, hate speech and harassment I experienced in retaliation for speaking out would not be tolerated. The UConn police department did not take me seriously, and sent me away with no sense of protection except advice to "wear a hat" so that people would not recognize me. Shortly after, I met directly with administrators regarding the investigation of my case. It has been over 5 months, and I have still have not been

told if any of my harassers or those threatening to rape or kill me were ever identified and if so, sanctioned. The university made no accommodations for me, and this backlash prevented me from participating in my right to an education.

The administration is in constant denial of the existence of rape culture and the institutionalized inequality on this campus. The deliberate indifference the university displays provides the camouflage for perpetrators to continue their violent behavior with little to no consequence.

I am filing a complaint because I want UConn to be a safe place where all students can pursue their education free of discrimination, violence, and perpetual fear. I am filing this complaint as a student, employee, survivor and activist because no one should feel abandoned, isolated, and disrespected for standing up for what is right.

October 21, 2013

Contact: Gloria Allred
Phone: 323-653-6530
Email: gallred@amglaw.com

Statement of Erica Daniels

My name is Erica Daniels, and I am a senior at UConn.

I am here speaking today as a recent survivor of sexual violence. This past spring semester, I was drugged and raped by a fellow student and co-worker from the University of Connecticut. I did not immediately report the incident due to the trauma that I was dealing with. I was extremely confused because I did not understand how someone I considered a friend could do this to me.

I talked to one of my supervisors about how I couldn't return to work the following semester because I didn't feel comfortable or safe working around my perpetrator as he was being promoted to Assistant Student Manager the upcoming semester. The advice I was given from management was that if I wanted to take any form of disciplinary action, I'd have to go to community standards. Management was not going to take any action at work. I quit my job and never returned.

When I went to community standards I hoped that they would be able provide me with the help and support I needed, but instead I found myself mislead and more alone than ever. The only action the University took was to issue a "no contact order" which proved to be totally ineffective being that my perpetrator continued to stalk me at my residence and new job. The order actually served to protect him when I was met with retaliation from the University. With less than two weeks remaining before the start of the fall 2013 semester, I was told by community standards that there was not enough information to take action against my perpetrator

I don't understand why my statement about what happened is not enough for a hearing. How many women are raped with witnesses present?

Moreover, Community Standards failed to interview and investigate those who could have testified for me, and even canceled an appointment with one of my

witnesses stating that they felt they had given this individual a reasonable amount of time to speak to them.

All of this has greatly impacted my senior year. Something as simple as walking to class now is turned into a stress and anxiety filled trip. I have been let down by a school I was once proud to be a part of and I feel betrayed. I was told from the start reporting a rape would be hard, but I never imagined that my University would turn its back on me.

October 21, 2013

Contact: Gloria Allred
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Statement of Rose Richi

My name is Rose Richi and I am a current junior at UConn.

The thrill and excitement I felt being a student at UConn was shattered when I was sexually assaulted by a male student athlete. I spent the following week in my bed crying, trying to understand what had happened to me. I didn't feel comfortable telling anyone or reporting because of the overwhelming privilege of athletes on this campus.

As a way to help me understand and cope, I joined the Violence Against Women Prevention Program class my sophomore year. I found comfort in the class, making sense of my feelings and experience. Through this class, I gained confidence to share my story. My teacher, the director of the Women's Center, heard what happened to me.

She reported it to the Office of Diversity and Equity but, they never talked to me—never acknowledged my case's existence. In April of 2013, I decided to report directly to UConn police in hopes of getting support. While taking my statement, the detective got the date wrong, made spelling and grammatical errors and made it clear that my experience didn't matter. He even told me he did not believe me. He stated he was just gathering facts. My criminal case ended due to the alleged lack of evidence.

I am still waiting for the University to take action in response to the complaint that was made on my behalf.

I wanted to come to UConn because of the incredible atmosphere it seemed to have; I want future students to get that experience, but that will never happen unless this broken system gets fixed.

October 21, 2013

Contact: Gloria Allred
Phone: 323-653-6530
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Statement of Kylie Angell

My name is Kylie Angell. I graduated from UConn in May, 2013, and am now a Registered Nurse at Norwalk Hospital.

I was raped by a classmate in the dorm provided to me by UConn while working on campus one summer. Because it took a long time to digest this horrible thing that had been done to me, I waited until I was more stable to report. Two months later when school started I reported the incident to UConn's Community Standards. A hearing took place the following month, and the perpetrator that I had reported was found guilty on four counts, including what the university labels as "sexual misconduct." To my relief I was notified on the same day of the hearing that he was to be expelled and absolutely not allowed to come back on campus again. Though I was emotionally and mentally exhausted, I felt that this was a victory, and that I could finally go back to my life as a student.

Then two weeks later I was eating in a dining hall when the perpetrator sat down next to me and threateningly grazed my elbow in an obvious act of defiance. I was then met by heckling from his friend who shouted at me that the perpetrator "was back." Unaware of what was going on and feeling like I was in a nightmare, I fled the scene to the UConn police.

The officer told me "women need to stop spreading their legs like peanut butter or rape is going to keep on happening til the cows come home." Shocked I left, feeling confused, violated, traumatized, and vulnerable.

I then learned that the perpetrator had filed an appeal, but I had not been informed that it had been filed. I was upset to learn that the administration had kept the findings the same but changed the sanction and readmitted my rapist. I was told that the UConn employee assigned to notify me that the rapist was back on

campus had forgotten to do so. The only explanation I was given was that the Vice President of Student Affairs felt that expulsion for having raped me was "too severe."

My GPA dropped from a 3.6 to 2.8, I stopped attending club meetings or social events, had to quit my on-campus job, slept through many days because walking around campus was too terrifying, and told my dad that I needed to wear a hat and hood at night to feel like I wouldn't be jumped. Because the university granted the rapist readmission to campus, I spent almost two years on the same campus as the perpetrator. I suffered from PTSD and anxiety so bad that I did not feel safe even in my own apartment.

When I had the courage to come out publicly about my story, I was retaliated against by an administrator, who scared me into silence by telling me I could've gotten fired from my job for speaking out, since my boss's boss's boss was the Vice President of Student Affairs.

In my experience UConn breeds a hostile environment, and I do not want other women to endure what I went through as a result of the University's noncompliance with Title IX. This is why I am filing a Title IX complaint against the University of Connecticut.

October 21, 2013

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

CAROLYN LUBY, KYLIE ANGELL, ERICA DANIELS, and ROSEMARY RICHI,	:	**CIVIL ACTION NO.:**
Plaintiffs,	:	**3:13-cv-1605 ( )**
v.	:	
UNIVERSITY OF CONNECTICUT,	:	
Defendant.	:	**November 1, 2013**

COMPLAINT

I. NATURE OF ACTION

1. This is an action for injunctive relief and damages against the Defendants for discrimination on the basis of sex and retaliation in violation of Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681.

II. PARTIES

2. Plaintiff Carolyn Luby resides in Storrs, Connecticut.

3. Plaintiff Kylie Angell resides in Trumbull, Connecticut.

4. Plaintiff Erica Daniels resides in South Windsor, Connecticut.

5. Plaintiff Rosemary Richi resides in Somers, Connecticut.

6. Defendant University of Connecticut ("UConn" or "the university") is a public university located in Storrs, Connecticut.

III. JURISDICTION AND VENUE

7. This Court has jurisdiction over the Plaintiffs' claims pursuant to 28 U.S.C.

§ 1331.

8. Venue is proper within this District pursuant to 28 U.S.C. §§ 1391(b)(1) and (2), because the Defendant is located in Connecticut and the conduct underlying the Plaintiffs' claims occurred in Connecticut.

IV. FACTUAL AVERMENTS (CAROLYN LUBY)

A. Ms. Luby Experiences that UConn Is Indifferent to Sexual Violence Against Its Female Students.

9. Carolyn Luby started as an undergraduate student at UConn in August 2009.

10. In Ms. Luby's first year at UConn, she was drugged at a party on UConn's campus and taken, unconscious, to the hospital by ambulance.

11. When Ms. Luby was discharged from the hospital and returned to her dormitory, she received a call from her Hall Director who informed her that a Resident Assistant had seen alcohol containers in her (shared) room when the EMTs arrived.

12. Even though Ms. Luby told the Hall Director that she had been drugged and taken to the hospital, and the hospital confirmed that she had been drugged, the Hall Director did not ask her for any details about her ordeal. She did not inquire about the circumstances under which Ms. Luby had been drugged, whether she knew who had drugged her, or whether she had been sexually assaulted (which she fortunately was not). Nor did the Hall Director provide Ms. Luby with any services or options in reporting this crime. Instead, she simply informed Ms. Luby that, under the circumstances, she would not be investigated by Community Standards for having alcohol in her room.

13. In Ms. Luby's junior year at UConn, in 2012, she participated in a UConn study

abroad program in Granada, Spain.

14. The study abroad program was run by UConn and charged UConn tuition.

15. UConn provided no training to any of the students on the trip regarding the risks of sexual harassment and assault or how to avoid them. UConn did not even provide any training to the Resident Director ("RD") for the trip — the only UConn employee responsible for the students' welfare — regarding how to counsel students in avoiding sexual harassment and assault or how to manage reports of such conduct.

16. In the beginning of the semester abroad, in February 2012, Ms. Luby was hospitalized with an intestinal disease. The RD suspected that Ms. Luby's illness had resulted from alcohol consumption, even though the doctor assured her it had not. At the next meeting of the students, the RD told the students that, if they got into "bad situations" and she discovered that they had been drinking, she would send them home. This admonition served to discourage Ms. Luby and her fellow students from reporting instances of sexual harassment or assault for fear that they would be sent home.

17. For example, in March 2012, while Ms. Luby was dropping off a friend at her house, a man came up behind her without her noticing, ran his hands down her rear, felt her inner thigh and under her dress, pulled at her underwear from underneath her dress, and then ran away. Ms. Luby did not report the incident because she feared the RD would misunderstand and send her home.

18. For another example, also in March 2012, Ms. Luby arrived at her apartment building in the early morning hours and rode the elevator with a Spanish man. As the elevator doors were opening, the man attempted to steal her handbag. While he did so, he lifted up her

dress, stroked her thigh, and groped her breast. Ms. Luby hit him in the face and ran into her apartment while he ran down the stairs. Again, Ms. Luby did not report this incident for fear she would be sent home.

19. When other female students on the trip reported experiences of sexual assault and violence to the RD, she did not take any concrete action. A taxi driver forced one of the other female students to kiss him before he would allow her to leave the vehicle. Another female student was robbed at knifepoint. A taxi driver dropped off another student in a dangerous area of the city after she refused his sexual advances.

20. When Ms. Luby returned to UConn's Connecticut campus, she and other students who had experienced harassment and assault while abroad designed an activism project under the supervision of Professor Manisha Desai. Their goal was to provide information and orientation regarding sexual violence for students traveling abroad. With Dr. Desai's assistance, the students presented their research and information to Dorothea Hast in the Study Abroad Office. The students also submitted their plan to the team involved with the new UConn website sexualviolence.uconn.edu, which was then under development.

21. When the students met with Ms. Hast, she agreed that UConn needed a program to educate students studying abroad regarding sexual violence.

22. Although Ms. Hast was a mandatory reporter of sexual violence, and several students shared with her their experiences as survivors of sexual assault or secondary survivors of sexual assault, she never informed those students regarding their reporting options or available resources.

23. Following the meeting, Ms. Hast failed to respond to emails from the student

group.

24. Ms. Hast promised the group that she would permit them to give a presentation at the orientation for all students studying abroad. However, when the group arrived, prepared to deliver their presentation, Ms. Hast informed them that the "spot had been filled" and they would not be permitted to speak.

25. Ms. Hast remained evasive and unresponsive, even as the students tried to present to smaller orientations between resident directors and students. The students were never permitted to provide orientation materials regarding sexual violence.

B. Ms. Luby's Open Letter About Sexual Violence at UConn Results in Violent Threats, Including Threats of Rape, Against Ms. Luby, to which the University Exhibits Indifference.

26. On April 24, 2013, after several failed attempts to work with UConn's administration to draw attention to various issues surrounding sexual violence at the university and at university-sponsored programs abroad, Ms. Luby wrote an open letter to UConn President Susan Herbst, which was published on an academic website called *The Feminist Wire.*

27. The letter concerned the administration's recent enthusiastic rebranding of an "intimidating, aggressive" new Husky mascot. The letter respectfully criticized the administration for touting such traits while simultaneously refusing to meaningfully respond to well-publicized instances of domestic violence involving athletes.

28. One day after the open letter was published, on April 25, 2013, Ms. Luby began receiving threats of violence. A website called *Barstool Sports* had posted the open letter, cited Ms. Luby's full name, posted photographs of her, and dedicated three separate pages to hate speech and threats of violence (including rape) directed towards her.

29. A fellow student informed Ms. Luby of the threats while she was working at her job in UConn's Financial Aid office. Ms. Luby left her shift as soon as it was over, for fear of being attacked or threatened at work.

30. As Ms. Luby was walking out of the Financial Aid office and entering another building on campus, a group of male UConn students approached her and stated: "Are you that bitch who wrote that letter? You are pretty enough to rape."

31. Fearful for her safety, Ms. Luby went quickly to her next class and told the professor, Heather Turcotte, what had happened. Professor Turcotte advised Ms. Luby to report the incident to the police. Ms. Luby's entire class joined her to show their support.

32. When Ms. Luby arrived at the UConn police station, she told the officer at the window about the threats on the website and the threat that had just occurred on UConn's campus. The officer asked where Ms. Luby lived. When she told the officer her address, which is less than two miles from UConn's campus, he stated that the UConn police did not have jurisdiction over her and that she should report her complaint to "Troop C." After Ms. Luby insisted that she was a UConn student who was harassed while on campus, the officer finally relented and agreed to have someone speak to her.

33. Another officer called out Ms. Luby's name and brought her to the other side of the door of the waiting room. Instead of bringing Ms. Luby to a private area or even offering her a chair, he stood there with Ms. Luby and questioned her in front of everyone in the waiting room.

34. While Ms. Luby told the officer everything that had happened, he wrote virtually

nothing on his notepad. When Ms. Luby finished speaking, he said he was sure that the threats she had described were not direct threats and that such threats happen on the internet all the time. He advised her to give the situation time to die down. When Ms. Luby asked what she should do in the interim to feel safe, he told her to put up her hair, wear a hat, and not draw attention to herself by what she wore or did.

35. The threats rapidly escalated. Ms. Luby received hostile, anonymous emails to her UConn student email account ("@uconn.edu"), as well as to her Facebook and Twitter accounts. One tweet she received included a video of a wrestler beating up a woman, saying that Ms. Luby would get what was coming to her. An anonymous post on the *Barstool Sports* website stated: "here's her email: Carolyn.Luby@uconn.edu let's get her." Several other website commenters identified themselves as UConn students and said they would rape her.

36. On April 26, 2013, Ms. Luby, along with Professor Turcotte, spoke with UConn's Title IX Coordinator and the Director of UConn's Office of Community Standards. Ms. Luby described the harassment she had experienced. The Title IX Coordinator and the Director of Community Standards said very little, other than thanking Ms. Luby for informing them and stating that they would look into the matter. Ms. Luby asked whether UConn's administration or President knew about the conduct to which she had been subjected, and they responded that they both did.

37. On April 30, the Title IX Coordinator and the Director of Community Standards informed Ms. Luby via a brief email that they checked *Barstool Sports* and the activity seemed to be slowing. They also stated that the male student who had tweeted her the video and threat had already graduated, so there was nothing they could do.

38. Ms. Luby met with Kathleen Holgerson at UConn's Women's Center, who put her in contact with Magdalena Vargas from the University Police Department.

39. Officer Vargas tried to deter Ms. Luby from reporting to Troop C. She told Ms. Luby to call the police after each incident of harassment that she experienced on campus, and she advised Ms. Luby to follow her harassers to see where they were going so that she could inform the police of their location. Fearing for her safety, Ms. Luby declined to follow that advice.

40. The harassment continued. Ms. Luby was constantly stalked by students, one of whom followed her through a parking garage as she was walking to her car and stated, "Don't worry I won't rape you."

41. Ms. Luby's letter and the harassment that followed received national attention. It was covered by the Huffington Post, Rush Limbaugh, NPR, and the CT Capitol Report, among others.

42. UConn's administration knew about the sexual harassment and hostile environment Ms. Luby experienced, yet it took no action to address it. On April 22, two days before Ms. Luby's open letter, UConn's President had disseminated a campus-wide official announcement asking students to throw away their garbage in an effort to beautify the school. UConn made no similar official announcement following Ms. Luby's ordeal, however, refusing to make clear to the UConn community that the threats, stalking, and harassment Ms. Luby experienced in retaliation for speaking out would not be tolerated.

43. After Ms. Luby was informed by Community Standards on April 30, 2013, that activity on *Barstool Sports* seemed to be slowing, she never heard anything again from

Community Standards, the Title IX Coordinator, or the UConn police.

44. After many days of silence and apparent inaction by the University, *The Feminist Wire* generated a petition to the UConn administration urging them to take action. Despite garnering 1,200 signatures, the petition went unanswered.

45. Three professors in UConn's Women's, Gender and Sexuality Studies department published an article imploring the administration to respond. The administration did not respond. Upon information and belief, all three professors have been informed that their contracts will not be renewed upon their expiration.

C. Instead of Taking Measures to Protect Ms. Luby, the University Retaliates against Her for Speaking Out.

46. On May 7, 2013, at a silent protest organized by students to support Ms. Luby, which she attended, the administration retaliated against her. President Herbst spoke to the protesters, describing Ms. Luby's actions as "inappropriate," "attacking," and "incendiary." President Herbst stated that Ms. Luby should have brought her concerns directly to her, rather than publishing them in an open letter. During her speech, President Herbst asked the Title IX Coordinator what her position was because she "did not know what her role was." President Herbst ended her speech by stating that she would make no statement to the University community about the backlash against Ms. Luby in order to "protect the status of an open investigation."

47. This was the first time Ms. Luby had heard that her concerns were being investigated. Ms. Luby was never told that any detective had been assigned to investigate her report, nor was she told if any of her harassers or those threatening to rape or kill her were ever

identified and, if so, sanctioned. Other than the one follow-up made by Community Standards shortly after Ms. Luby reported to them, no University employee inquired as to whether she had experienced any new threats or incidents of harassment. To this day, Ms. Luby has not been informed of any findings generated from any investigation.

48. On April 25, 2013, the UConn newspaper, *The Daily*, had published an article in which Ms. Luby was quoted as saying that "[m]y ex-boyfriend, who I literally have not heard from in years, who used to abuse me and rape me on campus, texted me and said, 'I see you made it big on *Barstool*.'"

49. This self-disclosure of her status as a survivor of rape on campus was made in a newspaper that many mandated reporters read. During Ms. Luby's meeting that same week with UConn's Title IX Coordinator and its Director of Community Standards, both of whom are mandated reporters, Ms. Luby mentioned that text message and harassment from her ex-boyfriend. But no one from either office ever followed-up or wrote a report regarding this disclosure, either to ensure Ms. Luby's well-being or to ensure the accuracy of the University's crime statistics.

50. Neither the Title IX Coordinator nor the Director of Community Standards informed Ms. Luby about her right to file a complaint with local law enforcement.

51. Throughout the summer of 2013, Ms. Luby was on campus working at both the UConn Financial Aid Office and the Women's Center. Ms. Luby continued to be harassed on campus. On one occasion, as she was walking back to work from a lunch break, a car full of male UConn students threatened to rape her. They yelled out to her "here, kitty kitty" and "welcome to the dog pound," and they barked and growled at her.

52. On October 24, while Ms. Luby's car was parked in a commuter lot on UConn's campus, an unknown person let the air of her car's tires. Ms. Luby has driven the same vehicle throughout her time at UConn, and the bumper stickers on it make her vehicle easily recognizable as hers.

D. Ms. Luby Sustains Damages.

53. The persistent sexual harassment, stalking, and threats to which Ms. Luby was subjected, along with the administration's failure to protect her from such misconduct, created in Ms. Luby such a fear for her physical safety that she was unable to fully participate in normal college activities, such as attending classes or Student Union–sanctioned events.

54. Ms. Luby was unable to attend almost all of her courses during the last two weeks of classes in the spring of 2013, and she had to seek extensions on several projects and final examinations, as she could not even utilize libraries without being recognized and threatened by other students. Ms. Luby was so terrified that she did not want to leave her house.

55. Since these threats also occurred as Ms. Luby was going to and leaving work, she also could not work at her on-campus job, on which she depended financially. Although she informed her manager at her job of the reason why she could not work, at no time did he or anyone else from UConn offer her any assistance, such as an escort to ensure her safe travel to and from work and school.

56. The impact of the harassment on Ms. Luby's life has been all-encompassing. She has trouble sleeping; she has experienced weight loss; she is unable to participate in social groups where she does not know everyone present; and she is terrified when she is on UConn's

campus.

V. FACTUAL AVERMENTS (Kylie Angell)

A. Ms. Angell Is Raped by a Fellow UConn Student, and the University Fails to Advise Her of the Resources and Options Available to Her.

57. On July 5, 2010, while working as a UConn Residential Life Summer Conference Housing Supervisor, UConn student Kylie Angell was raped by a classmate. The rape occurred in her on-campus dormitory provided to her by her summer job at UConn.

58. Two days following the rape, Ms. Angell sought advice from the Health Education Coordinator at UConn's Health Education center. She informed this UConn staff member of the incident. The Coordinator asked her if she "felt like it was all a bad dream," and Ms. Angell responded, "Yes, that's exactly how it feels."

59. The Coordinator's sole advice to Ms. Angell was to go to Planned Parenthood in Willimantic for a physical examination and to obtain Plan B emergency contraceptive from the UConn Infirmary pharmacy.

60. The Coordinator did not give Ms. Angell any information concerning reporting her rape to the police or to UConn's Office of Community Standards, nor did she advise Ms. Angell about contacting a rape crisis center or UConn's Community Response Team. The Coordinator also did not tell Ms. Angell that she (the Coordinator) was a mandated reporter or that she was going to report the incident to the police.

61. Overwhelmed and unsure of what to do, Ms. Angell discussed the situation with friends and decided to have the physical examination and take the Plan B pill. She did not consider calling the police or telling family because she was embarrassed, ashamed, and nervous,

and because the Health Education Coordinator never presented these options to her.

62. At the start of the academic year, in September 2010, Ms. Angell approached Venida Rodman Jenkins, Associate Director of the UConn Women's Center, and explained to her what she had told the Health Education Coordinator that summer. Ms. Rodman Jenkins listened to Ms. Angell's story and asked her if she had reported the rape. Ms. Angell said she had not, because she felt ashamed and, more importantly, because she had not received affirmation from the Health Education Coordinator that she could report this to the police. Ms. Rodman Jenkins told Ms. Angell that she could report the rape to Community Standards.

63. Approximately one week later, in the middle of September 2010, Ms. Angell spoke to the Assistant Director of UConn's Office of Community Standards, Cinnamon Adams. Ms. Adams informed Ms. Angell that reporting through Community Standards was the usual response by victims, and that going to the police was a last resort in case the hearing did not bring about the results that Ms. Angell felt were necessary (such as the rapist being expelled from campus). Because Ms. Angell did not want to disrupt her schoolwork anymore than the rape already had, she heeded the advice of Community Standards and did not report the rape to the police.

B. The Hearing Conducted by the University Results in Multiple Findings Against Ms. Angell's Rapist.

64. In October 2010, UConn, through the Office of Community Standards, conducted a hearing concerning Ms. Angell's rape allegations. The hearing resulted in a finding that the perpetrator was guilty of at least four charges, including: possession of drugs, providing alcohol to a minor (that is, Ms. Angell), breaking and entering, and sexual misconduct.

65. UConn informed Ms. Angell that, as a result of the findings at the hearing, the perpetrator been expelled from the university and was forbidden to enter the UConn campus. UConn also informed Ms. Angell that it had issued a permanent no-contact order, which prohibited the perpetrator and his friends from contacting Ms. Angell directly or indirectly.

66. Ms. Angell was then given the option of reading an Impact Statement in front of the perpetrator. Relying upon representations that she would no longer have to see him again on campus, she read him a heartfelt account of her post-rape feelings and experiences.

C. UConn Allows Ms. Angell's Rapist Back on Campus Without Notifying Her, and the University, along with the UConn Police, Respond to Her Resulting Trauma With Indifference.

67. Two weeks after the expulsion of the perpetrator, on November 1, 2010, Ms. Angell was sitting in UConn's Northwest Dining Hall, which has a capacity of at least 400 people. The dining hall was not nearly full to capacity at that time, so there were many empty seats around Ms. Angell and in other areas of the dining area.

68. Ms. Angell was talking to her friend across the table when she sensed someone sit down next to her chair and graze his arm against hers. When she turned to see who it was, Ms. Angell found herself within inches of the student who had raped her and who, she believed, had been permanently expelled from campus and forbidden to contact her.

69. Ms. Angell was shocked and paralyzed by fear. A former mutual friend ran up to Ms. Angell's assailant and shouted, "Your expulsion was appealed! You're back! You're back!"

70. At no time had UConn informed Ms. Angell that the perpetrator had filed an appeal, let alone that it had reversed its expulsion decision and allowed him to return to UConn's

campus.

71. Ms. Angell quickly got up and ran behind a wall in the food service area, beginning to tremble and cry. The perpetrator's friend then approached Ms. Angell and confronted her, saying in a mocking and vicious tone, "Kylie, how does it feel that he's back on campus?" Ms. Angell was beside herself. Her friend helped guide her out of the dining hall, where Ms. Angell found shelter in a bathroom and nearly fainted to the floor.

72. Ms. Angell was advised by her off-campus therapist, Jamie Krall, MSW, LCSW, to report the stalking and harassment to the UConn campus police immediately. Ms. Angell did so, bringing two friends with her. She sat in the waiting room for at least half an hour, trembling and fearful for her life, afraid that any moment the perpetrator or his friend would come through the door of the station.

73. While waiting at the police station, the former mutual friend that had harassed Ms. Angell in the dining hall texted one of the friends that was with Ms. Angell at the police station, asking if Ms. Angell was going to report to the police. This broke the no-contact rule for the second time in one night.

74. When Ms. Angell was finally allowed to speak to a police officer, she explained what had happened. The officer brought her into a questioning room with a female police officer, Linda Lougee, to speak about her experience in more detail. Ms. Angell recounted to Office Lougee her entire ordeal, from the rape in July 2010 to the UConn Community Standards hearing to the perpetrator's stalking of her that night in the dining hall.

75. During the interview, Officer Lougee reprimanded Ms. Angell for not reporting the crime as soon as it had happened. She then told Ms. Angell that, "Women have to just stop spreading their legs like peanut butter," or else rape is going to "keep on happening 'til the cows come home." Ms. Angell was devastated by Officer Lougee's statement.

76. Officer Lougee told Ms. Angell that she herself had been through things like this in her life, and she just learned she had to get over it and be stronger.

77. Officer Lougee told Ms. Angell that she did not have enough presentable evidence to file a formal report and that, even if she did, it was emotionally and psychologically exhausting for a survivor to formally report rape.

78. Unable to conceptualize another moment of feeling traumatized, Ms. Angell heeded Officer Lougee's advice and did not submit a report to the police.

79. The next day, the Associate Director of the Women's Center, Ms. Rodman Jenkins, scheduled a meeting with herself; Ms. Angell; UConn's Vice President of Student Affairs, John Saddlemire; and UConn's Director of Community Standards, Catherine Cocks.

80. During that meeting, Ms. Angell learned for the first time that Mr. Saddlemire had accepted the appeal from the perpetrator and his attorney because he felt that expulsion was too severe a penalty.

81. At one point in the meeting, Ms. Angell referred to what happened to her as "rape" and "sexual assault." Mr. Saddlemire disregarded the substance of what Ms. Angell had said and instead challenged her rhetoric, saying, "We do not call it those terms at UConn, Ms. Angell. We call it 'sexual misconduct.'"

82. Ms. Angell requested that the documentation from the university's appeals process be sent to her so she could understand why the sanctions were reversed, even though the findings that the perpetrator was guilty of all charges against him were not.

83. During a meeting with employees from the Office of Community Standards and the Division of Student Affairs, Ms. Angell was told that the staff member from Community Standards who was responsible for informing Ms. Angell that her rapist was permitted back on campus had simply forgotten to call her. It is unclear whether this individual was also tasked with advising Ms. Angell regarding what protections would be available to her now that the perpetrator was back on campus, but, in any event, no such guidance was given.

D. The University's No-Contact Order Provides No Meaningful Protection to Ms. Angell, and the University Fails to Revisit the Propriety of Continuing to Allow Her Perpetrator to Remain on Campus, Despite His Multiple Violations of the Order.

84. The Associate Director of the Women's Center, Ms. Rodman Jenkins, spoke with the leadership of Community Standards on Ms. Angell's behalf. She learned that the no-contact order was still in place when Ms. Angell's assailant harassed her in the dining hall, less than an hour after he was allowed to return to campus.

85. The Director of Community Standards informed Ms. Angell that the Office had looked at her class schedule for the rest of the semester, and it did not match up with any of the same classes or buildings as her rapist, so UConn believed the chances of her running into him again were low.

86. Ms. Angell was informed that the perpetrator was not allowed in any dormitories

or in any but one of the dining halls.

87. Ms. Angell was then informed that the perpetrator was allowed everywhere else on campus, including the places Ms. Angell most frequently visited: the gym, the library, and the Student Union. Community Standards and Student Affairs simply mandated that the perpetrator would have to leave a building if he saw Ms. Angell there.

88. Despite this rule, Ms. Angell frequently passed her rapist on her way to class and at the gym, library, Student Union, or social gatherings.

89. UConn made no modification to the liberties it afforded Ms. Angell's assailant, notwithstanding his blatant violation of its no-contact order less than one hour after it permitted him to return to campus or his indirect re-violation of it through his friend who texted one of Ms. Angell's friends shortly thereafter. Indeed, upon information and belief, UConn performed no investigation into these two incidents. It never followed-up with Ms. Angell regarding the perpetrator's repeated violations of the university's no-contact order.

90. Later that week, Ms. Angell was called into the Community Standards office to meet with the officers who conducted the initial disciplinary hearing. They apologized for not informing her that the Vice President of Student Affairs had allowed the perpetrator back on campus. Ms. Angell was visibly upset and crying. She told the officers that she felt she needed to wear a hood and cap when walking on campus because she feared that the perpetrator and his friends would disobey the no-contact order again and jump her. No further assistance was offered to Ms. Angell at that time.

91. On or about November 4, 2010, Ms. Angell requested assistance from the Office of Student Service & Advocacy. As a result of UConn's decision to permit the perpetrator back

on campus with no warning and his immediate violation of the no-contact order, Ms. Angell could no longer go to work. Not only was she devastated emotionally, but she feared that the perpetrator might harass her as she walked to and from work.

92. When Ms. Angell informed her advocate from the Office of Student Service & Advocacy, Ashley Hudd-Trotter, that she was too traumatized to work, Ms. Trotter responded that, if Ms. Angell did not return to work, her supervisor would be "understandably" upset.

E. Ms. Angell Sustains Damages.

93. In the semester following her rape, Ms. Angell's anxiety prevented her from attending many classes, and she missed several examinations. As a result of the trauma she experienced, she had tremendous difficulty focusing on her education, and her grade point average dropped from 3.6 (in spring 2010) to 2.8 (in fall 2010).

94. Ms. Angell also dropped all her extracurricular activities for the entire 2010-11 academic year. She found herself barely able to attend tutoring meetings; she did not have the energy to seek help from her professors; and she quit her position on the UConn varsity crew team. Because her rapist was a student-athlete, she did attend any more athlete get-togethers, and she avoided sporting events where he might be, as he frequented those venues.

95. As a result of her rape and the indifferent manner in which UConn responded to it, Ms. Angell was also forced to seek out psychological counseling for the first time in her life. Her therapy continues to this day.

VI. FACTUAL AVERMENTS (Erica Daniels)

A. Ms. Daniels Is Raped by a Fellow UConn Student and Co-Worker.

96. Erica Daniels met the perpetrator in her junior year as a UConn student, when

they were both employed as student workers at UConn's South Dining Hall.

97. By the spring 2013 semester, they had become good friends and socialized often.

98. On or about March 8, 2013, at a birthday party thrown for Ms. Daniels by a mutual friend, the perpetrator tried to kiss Ms. Daniels. She walked away quickly and thereafter told him that she was not interested in him as more than a friend. The perpetrator appeared to accept those parameters to their relationship.

99. On April 15, 2013, Ms. Daniels and the perpetrator were working together at UConn's South Dining Hall. Ms. Daniels became upset during the shift when a co-worker spoke about her in a degrading fashion.

100. Later in the shift, the perpetrator, knowing that Ms. Daniels was upset, invited her to go to his Willimantic apartment after work to talk. Ms. Daniels appreciated a friend offering support, and given that he had previously assured her that he would honor her wishes for their relationship to remain platonic, she agreed to join him.

101. After work, as the perpetrator and Ms. Daniels were walking toward the public bus stop, the perpetrator informed Ms. Daniels that he had heard from another individual that she was romantically interested in him. Ms. Daniels reiterated to him that she was only interested in him as a friend. Feeling uncomfortable, she then told him that she would prefer to remain on campus, rather than going to his apartment. The perpetrator assured her once again that he accepted they would remain platonic friends and convinced her to join him at his apartment. Ms. Daniels finally agreed to go to the perpetrator's house but only on the condition that he would give her a ride home that night.

102. When they arrived at the perpetrator's apartment, Ms. Daniels asked if she could borrow a clean shirt from the perpetrator, as she was still in her filthy work clothes. He provided her with one, and she went to the bathroom to change into it.

103. When Ms. Daniels emerged from the bathroom, the perpetrator suggested that the two of them play "War" as a drinking game. He handed her a less-than-three-quarters-full plastic cup of rum and coke, and they proceeded to play the drinking game while sitting on the floor.

104. As they played the game, and despite the fact that Ms. Daniels had consumed only one drink, Ms. Daniels's head felt very heavy, a sensation she had not experienced before when she drank.

105. The perpetrator tried to kiss Ms. Daniels, and Ms. Daniels told him she wanted to go home. The perpetrator responded that he did not like to drive when it was dark and that they could take the bus home in the morning together.

106. While Ms. Daniels wanted to go home, she feared taking the bus home alone at night. She attempted to find an alternate ride but was unsuccessful.

107. After Ms. Daniels complained to the perpetrator that her head felt heavy, he told her she should lie down, and she did so. Thereafter, he turned off the lights and lay down next to Ms. Daniels, who, at that point, felt extremely disoriented with a powerful headache. The perpetrator proceeded to try to kiss her, and she repeatedly turned her head away in attempt to avoid his lips on hers.

108. The perpetrator put his hands down Ms. Daniels' pants, and she pushed his hand

away and told him: "Not happening." He then tried to force her shirt off, and Ms. Daniels pushed her weight on the bed to thwart the attempt. She repeatedly told him she wanted to go back to her dorm.

109. The perpetrator forcibly removed Ms. Daniels shirt and pants and raped her as Ms. Daniels laid there, immobilized by the impact of what she had drunk. She eventually passed out.

110. When Ms. Daniels awoke, she began experiencing panic attacks and woke the perpetrator to tell him she was feeling extremely sick and could not sleep. She again asked him if he could bring her home. Instead, he raped Ms. Daniels again.

111. The perpetrator told Ms. Daniels that she would have to wait until 6 a.m. to take the public bus from Willimantic to campus. In the morning, when Ms. Daniels was still feeling sick, she told him she could not take the bus because of her extreme nausea. He agreed to bring her back to her dorm, as long as he could sleep there until his class. Ms. Daniels, desperate to go back to her dorm, agreed to his terms.

112. Later that day, when Ms. Daniels finally emerged from her bed, she observed she had multiple bruises all over her breasts and upper arms. In addition to experiencing an intense migraine, she also had jaw pain that continued for approximately one week.

113. Ms. Daniels called her best friend and described what had happened to her. Her friend texted the perpetrator on Ms. Daniels' behalf and stated how upset Ms. Daniels was about his actions. The perpetrator "apologized" and stated it would never happen again.

B. Ms. Daniels Reaches Out to UConn for Help, and the University Responds With Indifference.

114. Ms. Daniels was constrained to continue to work at South Dining Hall with the perpetrator. After working a few shifts with him, the emotional distress she experienced as a result of working in such close proximity with her rapist was too great. She informed her student supervisor, who was also a friend, that she wanted to give up all of her next semester shifts and that she would not be returning. When the supervisor asked her for the reason, Ms. Daniels told her that the perpetrator had raped her.

115. Thereafter, Ms. Daniels was told by multiple people that the perpetrator was describing the events of April 15th to others, including her co-workers, as a "drunk hook-up" and that Ms. Daniels was overreacting.

116. The student supervisor, Jess Malboeuf, spoke to non-student management on Ms. Daniels' behalf and explained that a co-worker had raped Ms. Daniels. Non-student management informed her that they could do nothing and that Ms. Daniels' only option was to report the perpetrator's conduct to Community Standards.

117. At the end of April, Ms. Daniels sent an e-mail to a student manager. In that e-mail, she explained that she had been raped by the perpetrator, her co-worker, and that she was quitting her job.

118. Her friend, who was a student supervisor, finally contacted Ms. Daniels and offered to transfer her to another dining hall. Ms. Daniels accepted the transfer.

119. South Dining Hall never investigated Ms. Daniels' allegations. Instead, they

promoted the perpetrator to student manager. He still works there.

120. On or about June 28, 2013, Ms. Daniels reported the April 15 rape to Community Standards. She stated that she believed, after speaking with her therapist and describing her symptoms that evening, that the perpetrator had drugged her.

121. Early in the summer of 2013, Ms. Daniels filed a formal complaint with Community Standards. Two weeks before the fall semester began, Community Standards informed Ms. Daniels that it did not have enough information to pursue the matter any further and that it could make no definitive findings. Community Standards never shared with Ms. Daniels what additional information it needed to conclude its investigation.

122. Community Standards reached this conclusion notwithstanding the fact that Ms. Daniels' sister had informed it that she had confronted the perpetrator and that he had apologized, stating that he felt badly about what he had done to Ms. Daniels. He then became defensive and said: "Well, she never said no." Ms. Daniels' sister responded: "She was passed out. How could she say no?" Community Standards asked Ms. Daniels' sister if she knew the perpetrator's exact words and whether he had directly admitted the sexual assault. She stated that, while he did not directly admit that he had sexually assaulted Ms. Daniels and she could not remember verbatim what he said, he did state that he had "messed up" with respect to his conduct toward Ms. Daniels and admitted that what he had done should not have happened. Community Standards stated that it could not use her sister's information about the perpetrator's statement, as it did not deem the statement to be a confession.

123. Community Standards refused to interview the person Ms. Daniels was dating at the time of the rape, who had relevant information supporting her claims.

C. The University's No-Contact Order Provides No Meaningful Protection to Ms. Daniels. In Fact, the University Threatens to Find Ms. Daniels in Violation of It.

124. The only action Community Standards took was to issue a no-contact order, which was limited to prohibiting Ms. Daniels and the perpetrator from communicating with one another. The order did not prevent the perpetrator from being in Ms. Daniels' presence: he could show up at her work, her classes, and outside her dorm building without violating the order.

125. Ironically, Community Standards threatened to find Ms. Daniels in violation of the no-contact order because, when the perpetrator appeared in close proximity to her and began staring at her, she made a non-verbal gesture toward him, "flipping" him off.

D. Neither the UConn Police nor the University Take Any Action to Address Ms. Daniels' Concerns. Instead, the University Subjects Ms. Daniels to Additional Trauma.

126. Ms. Daniels reported the rape to the UConn police. Officer Eric Bard informed her that the crime was out of their jurisdiction. He assured her, however, that UConn police would look into how Dining Services and Community Standards handled her case. When a lengthy period of time passed without Officer Bard getting back in touch with her, Ms. Daniels contacted him and inquired about the status of his investigation into the conduct of Dining Services and Community Standards. Officer Bard denied he had ever agreed to investigate that conduct, and indeed, upon information and belief, he had not investigated it.

127. Ms. Daniels reported the event to the Willimantic police as well. They informed her that they needed to obtain a search warrant in order to acquire information from Community Standards. To date, they are continuing to try to get the search warrant.

128. When Ms. Daniels described her symptoms to the Willimantic police following the consumption of that single rum and coke, they informed her that her symptoms were consistent with withdrawal from a drug.

129. To date, UConn has done nothing to address Ms. Daniels' allegation that she was raped by a fellow UConn student and co-worker, other than to issue the no-contact order.

130. Instead, on October 24, 2013, as Ms. Daniels was sitting in the front row of her criminology class, the professor showed the class, which consisted of approximately 200 students, a slide with general information regarding the Title IX complaint that she and several fellow students had filed on October 21, 2013. The next slide he showed was a photograph of all the students who had filed the complaint, including Ms. Daniels.

131. Ms. Daniels was so traumatized by the slides that she grabbed her belongings and left the classroom. The professor later apologized via email for the "discomfort" she experienced.

132. Also in the fall 2013 semester, Ms. Daniels regularly saw her rapist on campus, as often as three times per week, apparently due to their conflicting schedules. When she alerted Community Standards regarding the scheduling issue, it advised her that it could assist her in changing her schedule. She had not previously been advised of that option.

D. Ms. Daniels Sustains Damages.

133. In the semester following her rape, Ms. Daniels has experienced significant difficulty concentrating in her classes, and her attendance has suffered. She is constantly afraid that she will encounter her rapist.

134. Ms. Daniels eventually dropped the course that led her to see her rapist regularly on campus. As a result, she will be forced to take a winter intersession course, which is significantly more expensive than a fall or spring course.

135. Following the rape, Ms. Daniels felt emotionally unable to work at the dining hall, and she frequently called out sick.

136. Ms. Daniels had been seeing a psychotherapist prior to being raped. However, following the rape, the therapist prescribed additional medication in order to manage the emotional distress Ms. Daniels experienced as a result of the rape and the manner in which it was handled by the university.

VII. FACTUAL AVERMENTS (Rosemary Richi)

A. Ms. Richi Is Raped in a UConn Dormitory.

137. Rosemary Richi started as an undergraduate student at UConn in the fall of 2011.

138. In September 2011, Ms. Richi was raped by a male student who lived in her dormitory on the UConn campus.

139. The perpetrator was a member of the UConn football team.

140. The night of the rape, the perpetrator asked Ms. Richi if she wanted to join him while he did his laundry. Ms. Richi agreed, and the two walked around the dormitory for a little while.

141. Eventually, the perpetrator asked Ms. Richi if she wanted to go to his room to talk.

142. Knowing that the perpetrator's roommate was also in his room, Ms. Richi agreed.

143. When the two arrived at the perpetrator's room, Ms. Richi observed that his roommate was asleep on his bed.

144. The perpetrator asked Ms. Richi to take some shots of alcohol with him, joking that he could outdrink her. Ms. Richi drank three shots of alcohol in total.

145. The perpetrator invited Ms. Richi to sit on his bed. She did.

146. The perpetrator tried to tickle Ms. Richi, but she told him truthfully that she was not ticklish, and she asked him to stop.

147. At that point, Ms. Richi got up to leave, telling the perpetrator that she was tired.

148. The perpetrator then pushed Ms. Richi down onto his bed, repeatedly saying that she should have been ticklish.

149. The perpetrator put his hands down Ms. Richi's pants.

150. Ms. Richi repeatedly told him to stop, but he overpowered her.

151. Ms. Richi repeatedly said "No" to the perpetrator, but he raped her.

152. Before she left his room, the perpetrator told Ms. Richi not to tell anyone what had happened. He later reiterated that admonition in a text to Ms. Richi.

153. Ms. Richi spent the next week in her bed, crying. She did not know where to go for support, and she thought that, because her rapist was a football player, no one would believe her. Ms. Richi did write about the rape on her blog.

B. Ms. Richi Reaches Out for Help, and the University and UConn Police Both Respond With Indifference.

154. Over time, Ms. Richi felt she could no longer remain silent about her rape.

155. In February 2012, she texted the perpetrator. She told him that, if she ever heard of him sexually assaulting another student, she would tell the police. The perpetrator did not respond.

156. In the fall of 2012, Ms. Richi joined a class in the Violence Against Women Prevention Program (VAWPP).

157. In the spring of 2013, Ms. Richi talked about her rape to the Men's Project, a subgroup of VAWPP in which men are trained as peer educators to present to all-male groups on issues of violence against women.

158. Her teacher, Kathleen Holgerson, who was the Director of the UConn Women's Center, was attending the meeting.

159. Ms. Holgerson told Ms. Richi that she was obligated to report Ms. Richi's account to the authorities.

160. Ms. Holgerson provided resources to Ms. Richi, told her about reporting options, and wrote down the name of Ms. Richi's rapist. She reported the assault to UConn's Office of Diversity and Equity. However, Ms. Holgerson never actually reported Ms. Richi's account to the police.

161. The Office of Diversity and Equity never contacted Ms. Richi about the report made on her behalf by Ms. Holgerson.

162. A few months later, Ms. Richi decided to report her rape directly to the University police.

163. She made a statement to Detective James Deveny, and he initiated an

investigation.

164. Ms. Richi provided Detective Deveny with a list of names of people who knew about the rape, and she gave him access to her blog, which included her contemporaneous account of the assault.

165. Detective Deveny told Ms. Richi that he did not believe her account of the assault and that all he was doing was taking down the information she provided to him. The report the detective generated following his interview of Ms. Richi had the wrong date of the assault and was riddled with grammatical and spelling errors.

166. The University police rarely updated Ms. Richi regarding its investigation.

167. A few weeks after Ms. Richi reported her assault to the UConn police, she received a text from a friend from high school, with whom she had not spoken in more than a year. This woman informed Ms. Richi that a detective had called her and told her about Ms. Richi's assault.

168. Ms. Richi was shocked. She felt violated. She did not know what this woman had to do with the investigation, and she felt that the police, at a minimum, should have told her that they were contacting people from her town.

169. A few weeks later, Ms. Richi received a call from University police. They told her that there was insufficient evidence to pursue her case and that the case would be dropped.

170. The police did not provide Ms. Richi with any options. They did not tell her that she could report her assault to the Office of Community Standards in the University's Division of Student Affairs, nor did they make her feel safe.

171. Ms. Richi subsequently discovered that the University police's investigation had

been shoddy. The police never interviewed her boyfriend, who was the first person she told about the assault; they never interviewed her best friend, who also knew about the assault; and they did not interview anyone from the Women's Center, who had heard Ms. Richi's account.

172. Ms. Richi's rapist did not receive any punishment.

173. Later, when Ms. Richi's rapist contacted her in an intimidating fashion, she called the University police. She left a voicemail, saying that she was afraid and seeking help. The police never returned Ms. Richi's call.

C. Ms. Richi Sustains Damages

174. Following the rape, Ms. Richi often could not leave her bed and, as a result, missed numerous classes. She had great difficulty focusing in the classes she did attend, and her grades suffered accordingly.

175. Ms. Richi no longer cared about her future. Overwhelmed by feelings of shame and guilt associated with her rape, she contemplated suicide on multiple occasions.

176. Despite entering into a romantic relationship with a new boyfriend, Ms. Richi had difficulty connecting intimately with him.

177. She cried in fear of the dark every time she had to walk back from her night class. She now associates darkness with the fear and helplessness she felt the night she was raped.

178. After her first semester, Ms. Richi gained some emotional strength, and that, coupled with a lighter workload, allowed her to improve her grades the following semester. Her partial emotional recovery was compromised, however, by the lack of support she received from UConn's administration after she reached out for help.

179. Ms. Richi consulted a doctor, who diagnosed her with Post Traumatic Stress

Disorder and suggested therapy. Ms. Richi has been reluctant to go to therapy, fearful that if her therapist lets her down, as the university administration did, her recovery would be further hindered.

180. Ms. Richi continues to feel unsafe on UConn's campus, not only because she is forced to cross paths with her rapist, but also because she does not feel protected by UConn's police or administration.

VIII. FACTUAL AVERMENTS (all Plaintiffs)

A. UConn's Television Station Airs a Video Promoting Sexual Violence, and UConn's Administration Responds with Indifference.

181. On November 10, 2011, UConn's student run television station, UCTV, ran an episode of "Shenanigans" featuring a video entitled "Evil Blue Light."

182. The video takes place on a path that UConn students generally call "Rape Trail." A woman is running away from a man in a trench coat and mask. She runs up to one of UConn's emergency blue lights and presses the button for help. However, instead of help, a personified talking Blue Light answers her and refuses to contact the police. The Blue Light tells her: "I'll fuck you so hard you will wish you were raped by someone else." It also says: "You dumb blonde bitches don't ever understand, always crying about being raped. Suck it up." The video ends with the victim being strangled by the rapist, which turns on two of the other blue lights.

183. UCTV aired the episode again on January 31, 2012. On this occasion, students organized an open forum to discuss the video. The next day, a rally was held denouncing the video, sexual violence, and rape culture.

184. UCTV took the episode off of its website and issued an apology. In contrast, the UConn administration took no steps to address the rape culture and sexual violence prominent on UConn campus that this video promoted.

185. A student group called Students Against Rape Culture issued a petition, signed by 566 students, calling upon the UConn administration and UConn President Susan Herbst to: (1) issue a statement addressing UConn's rape culture and condemning the content of the video; (2) provide mandatory sensitivity training for all UConn freshmen which addressed violence against women as well as hate speech, racism, and homophobia; and (3) improve UCTV's policies to prevent something like this from happening again.

186. UConn's only response was to state that the video had been removed. The university did not make any statement denouncing what the video promoted, nor did it provide a strategy for addressing such publications in the future.

187. The video and the lack of a meaningful response from the administration were detrimental to many people at UConn, including the Plaintiffs, who witnessed the university condone, by its inaction, the trivialization of the trauma they experienced as survivors of sexual assault.

B. The Plaintiffs File a Formal Complaint, and the University Responds by Demeaning Them.

188. On or about October 21, 2013, the Plaintiffs filed a Title IX complaint with the U.S. Department of Education's Office for Civil Rights alleging that UConn was deliberately indifferent to a number of reports of rape and sexual assault.

189. Two days later, on or about October 23, 2013, UConn President Susan Herbst issued a statement to the university's Board of Trustees, responding to the Plaintiffs' complaint. The statement stated, in pertinent part, that: "The suggestion that the University of Connecticut as an institution could somehow be indifferent to or dismissive of ANY report of sexual assault is astonishingly misguided and demonstrably untrue." It further stated: "I cannot speak to the motivations of people who have suggested this."

190. These statements furthered the hostile educational environment to which the Plaintiffs have been subjected in the aftermath of their initially internal and then public complaints about the sexual assaults to which they had been subjected and the indifferent manner with which UConn treated them once it was on notice of their assaults. Ms. Herbst's statements, which denigrated the Plaintiffs' allegations as "astonishingly misguided," strongly suggested that their motivation for bringing such allegations was an improper one.

IX. LEGAL CLAIMS

FIRST CLAIM FOR RELIEF: SEX DISCRIMINATION IN VIOLATION OF TITLE IX OF THE EDUCATIONAL AMENDMENTS OF 1972, 20 U.S.C. § 1681, AGAINST THE UNIVERSITY OF CONNECTICUT, AS TO CAROLYN LUBY.

191. Ms. Luby incorporates by reference each and every allegation in paragraphs 1 through 190, above.

192. Upon information and belief, UConn receives federal financial assistance.

193. Ms. Luby sustained harassment because of her sex that was so severe, pervasive, and/or objectively offensive that it deprived her of access to educational opportunities.

194. The harassment of Ms. Luby occurred in a context that was subject to UConn's control and where UConn could have taken remedial action.

195. UConn had actual knowledge of the harassment sustained by Ms. Luby and others.

196. UConn's response to the harassment sustained by Ms. Luby and/or its lack of response was deliberately indifferent, insofar as the response or lack thereof was clearly unreasonable in light of the known circumstances.

SECOND CLAIM FOR RELIEF:
SEX DISCRIMINATION IN VIOLATION OF TITLE IX
OF THE EDUCATIONAL AMENDMENTS OF 1972, 20 U.S.C. § 1681,
AGAINST THE UNIVERSITY OF CONNECTICUT,
AS TO KYLIE ANGELL.

197. Ms. Angell incorporates by reference each and every allegation in paragraphs 1 through 190, above.

198. Upon information and belief, UConn receives federal financial assistance.

199. Ms. Angell sustained harassment because of her sex that was so severe, pervasive, and/or objectively offensive that it deprived her of access to educational opportunities.

200. The harassment of Ms. Angell occurred in a context that was subject to UConn's control and where UConn could have taken remedial action.

201. UConn had actual knowledge of the harassment sustained by Ms. Angell and others.

202. UConn's response to the harassment sustained by Ms. Angell and/or its lack of response was deliberately indifferent, insofar as the response or lack thereof was clearly

unreasonable in light of the known circumstances.

THIRD CLAIM FOR RELIEF:
SEX DISCRIMINATION IN VIOLATION OF TITLE IX
OF THE EDUCATIONAL AMENDMENTS OF 1972, 20 U.S.C. § 1681,
AGAINST THE UNIVERSITY OF CONNECTICUT,
AS TO ERICA DANIELS.

203. Ms. Daniels incorporates by reference each and every allegation in paragraphs 1 through 190, above.

204. Upon information and belief, UConn receives federal financial assistance.

205. Ms. Daniels sustained harassment because of her sex that was so severe, pervasive, and/or objectively offensive that it deprived her of access to educational opportunities.

206. The harassment of Ms. Daniels occurred in a context that was subject to UConn's control and where UConn could have taken remedial action.

207. UConn had actual knowledge of the harassment sustained by Ms. Daniels and others.

208. UConn's response to the harassment sustained by Ms. Daniels and/or its lack of response was deliberately indifferent, insofar as the response or lack thereof was clearly unreasonable in light of the known circumstances.

FOURTH CLAIM FOR RELIEF:
SEX DISCRIMINATION IN VIOLATION OF TITLE IX
OF THE EDUCATIONAL AMENDMENTS OF 1972, 20 U.S.C. § 1681,
AGAINST THE UNIVERSITY OF CONNECTICUT,
AS TO ROSEMARY RICHI.

209. Ms. Richi incorporates by reference each and every allegation in paragraphs 1 through 190, above.

210. Upon information and belief, UConn receives federal financial assistance.

211. Ms. Richi sustained harassment because of her sex that was so severe, pervasive, and/or objectively offensive that it deprived her of access to educational opportunities.

212. The harassment of Ms. Richi occurred in a context that was subject to UConn's control and where UConn could have taken remedial action.

213. UConn had actual knowledge of the harassment sustained by Ms. Richi and others.

214. UConn's response to the harassment sustained by Ms. Richi and/or its lack of response was deliberately indifferent, insofar as the response or lack thereof was clearly unreasonable in light of the known circumstances.

WHEREFORE, the Plaintiffs request that this Court:

a. Accept jurisdiction over this action;

b. Empanel a jury to fairly hear and decide this action;

c. Award to the Plaintiffs an injunction and order requiring that the Defendant revise its policies, procedures, and practices so that it is in compliance with Title IX;

d. Award to the Plaintiffs compensatory damages resulting from their pain and suffering resulting from the Defendant's deliberate indifference;

e. Award to the Plaintiffs reasonable attorneys' fees and costs expended in litigating this matter; and

f. Award to the Plaintiffs such other relief as it deems just and proper.

RESPECTFULLY SUBMITTED,
THE PLAINTIFFS

By: *\/s/ Nina T. Pirrotti*

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