

Torres Rojas, Genara

FOI#14838

From:
Sent: Wednesday, April 09, 2014 8:25 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; American, Heavyn-Leigh
Subject: Freedom of Information Online Request Form

Information:

First Name: James
Last Name: n
Company: Self
Mailing Address 1:
Mailing Address 2:
City:
State:
Zip Code:
Email Address:
Phone:
Required copies of the records: Yes

List of specific record(s):
all contracts from aon Hewitt since 2010 and all market based pricing surveys

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 13, 2014

Mr. James N

Re: Freedom of Information Reference No. 14838

Dear Mr. N:

This is in response to your April 9, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of "all contracts from Aon Hewitt since 2010 and all market based pricing surveys."

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14838-C.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,



Daniel D. Duffy
FOI Administrator

THE PORT AUTHORITY OF NY & NJ

March 14, 2013

Lillian D. Valenti
Director, Procurement

Patrick Tomlinson, Partner
Aon Hewitt | Consulting | Talent Solutions
300 Jericho Quadrangle, Suite 300
Jericho, NY 11753

Email: patrick.tomlinson@aonhewitt.com

Re: Implementation and Management of an Effective Police Recruitment Program for the Port Authority of New York and New Jersey Contract # 4600009442, Purchase Order Number 4500063956.

Dear Mr. Tomlinson:

The Port Authority of New York and New Jersey ("Port Authority") hereby offers to enter into an Agreement with Aon Consulting for the implementation and management of an effective police recruitment program, as more fully specified in the attached documents.

The Agreement between the parties will consist of the following documents set forth below, which are stated in order of precedence in case of conflict:

- This Letter of Proposal Acceptance;
- Proposal entitled Statement of Work- Project Recruitment Services ("Exhibit A");
- Rider to Master Services Agreement ("Exhibit C");
- Aon Consulting, Inc. Master Services Agreement ("Exhibit D");
- The Port Authority of New York and New Jersey Contractor Certification- Aon Corporation ("Exhibit E"); and
- Payment Provision ("Exhibit B")

No other document shall form part of this Agreement. Except for those identified above, no other documents or submissions by the Contractor, and no oral discussions or statements are to be considered part of this Agreement.

The Port Authority's Contract Administrator will be Ms. Julia Basile who can be reached at 212-435-2862.

Please signify your concurrence by signing at the lower left and returning via over night mail both signed copies of this letter to the attention of Nadine Aziz, Procurement Department, at 2 Montgomery Street, 3rd Floor Jersey City, N.J. 07302. If you have any questions, Ms. Aziz can be reached at (201) 395-3434.

*2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477*

THE PORT AUTHORITY OF NY & NJ

Sincerely, Lillian D. Valenti

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

By: Lillian D. Valenti

Title: Director, Procurement

Date: MARCH 14, 2013

Agreed:

Aon Consulting, Inc.

By: [Signature]

Title: VP - Legal

Date: 3-18-13

Exhibit A

SCOPE OF SERVICES OVERVIEW

Aon Consulting, Inc. (Aon) will work in partnership with The Port Authority of New York & New Jersey (Port Authority) using a proven process to properly implement and manage an effective recruitment program for their upcoming Police Recruitment. The program consists of a three phased approach to address the critical components of high volume targeted recruitment.

- **Planning:** The planning phase will provide the opportunity to evaluate what has been successful in prior recruitments and what new recruitment methodologies have had success for similar roles in other organizations and should be leveraged in this recruitment.
- **Strategy:** The strategy development phase will consist of building the detailed recruitment plan that we will implement during the execution phase. The focus will be to develop a list of sourcing channels where we expect to build a highly qualified candidate pool of diverse talent that will successfully pass the assessment and clearance phase of the recruitment process.
- **Execution:** The execution phase is where the recruitment plan is implemented.

Anticipated Timeline

- March – April: Planning / Strategy
- April – May: Implement / Execute Strategy
- April – June: Application Acceptance Window

Statement of Work

Planning Phase (1-2 Weeks):

Throughout the planning phase, Aon will work in partnership with the Port Authority's stakeholders in the review and evaluation of current recruitment & sourcing practices, materials, strategies, and goals. Identification of the gap between current state and the desired state will be defined by our team and used as a driver for the development of the recruitment plan. Activities during this phase will consist of tasks for both Aon and the Port Authority as identified below:

- Conduct discovery sessions with key stakeholders to discuss and validate the goals, milestones and requirements of the project.
- Analyze the current sourcing strategy (tools, sources, and training for recruitment team).
- Assess the diversity section(s) of the Port Authority's career website, recruitment materials, and branding activities to see how it's branded to attract diverse talent with a compelling vision.
- Build an understanding of the employment value proposition and understanding the employment branding and marketing collateral.
- Assess the capabilities and offerings of the Port Authority's competitors are for the purpose of comparisons and analysis.
- Utilize extensive industry research and thought leadership to provide proven solutions at both the tactical and strategic level.
- Use research tools providing sourcing team with critical data to pinpoint specific recruiting markets with ability to locate and compare workforces by; occupation, industry, and location with pinpoint accuracy. We investigate the applicant flow, fallout rates, and hiring trends.
- Work with the Port Authority to define the target markets for the upcoming recruitment (e.g. diversity, institutional, geography, educational).
- Identify the specifications of the call center to support the application process and any documentation the Port Authority has used in the past such as, Frequently Asked Questions (FAQs) and answers, internal support resources, and escalation procedures.
- Timelines are very critical in an accelerated recruitment, so we will jointly determine the right phasing for candidate generation so we can build the recruitment strategy out in the next phase.
- Building an understanding of any political or constituency dynamics needed in development of the recruitment strategy is also critical to understand during the Planning Phase.

Strategy Phase (2-3 Weeks)

During the Strategy Phase, Aon will compile all data discovered during the planning phase to create the recruitment plan. The Aon team will:

- Develop the recruitment plan to include appropriate new media usage, such as social networking site, and grow the name recognition of the Port Authority of New York/New Jersey among a variety of sources and potential partners, such as

colleges/universities, specialty job sites, professional associations, diverse organizations, veterans groups. This will include providing best practice recommendations for its social media presence (LinkedIn, Facebook, twitter, etc.)

- Identify the key events (formal and informal) that are recommended to promote the Port Authority's brand and opportunities as a Police Officer. Aon and Port Authority will jointly determine the most appropriate venues to market the Port Authority using an information session to address specific questions or partnering with a targeted vendor to reach a broader base of potential candidates.
- Leverage the existing relationships established through the Port Authority and Aon to build partnerships within the law enforcement community. Coordinate communications with all Port Authority Resource Groups and Port Authority Police Department specific affinity groups to ensure outreach is maximized within those organizations. Throughout the recruitment campaign, our team will have touch points (in person or remote) with the established partners to ensure the Port Authority's brand remains in front of the target audiences.
- Develop the list of targeted sourcing channels (community based organizations, diversity groups, internet based recruitment (boards, email blasts), social media strategy, affinity websites, colleges, surrounding police forces, military and veteran outreach).
- Work jointly with Port Authority public relations team to determine how to leverage mass media advertising for Public Awareness of the Port Authority.
- Identify the list of sourcing channels, contact the organization and work with them to promote the upcoming Port Authority police recruitment.
- Build the plan of where we will attend outreach events and coordinate with Port Authority operations to ensure we have subject matter expert support at events with Aon whenever possible.
- Ensure the electronic postings are prepared and ready for posting during execution. Prepare the email blast messaging and research where the best candidate pools will come from for targeted email campaigns. The email campaigns will not be focused on generating generic traffic but on the targeted traffic that Port Authority needs to build a diverse and representative candidate pool.

In addition to the recruitment plan, our Call Center support staff will prepare to manage and nurture candidate relationships throughout the application process with consistent messaging that supports the Port Authority's brand and hiring procedures; scripts will be written, existing representatives will be cross trained on what we expect to be specific Port Authority questions and the processes are finalized for call dispositioning.

Execution Phase (5-6 Weeks)

Aon will implement the approved recruitment plan established during the strategy phase. Our experienced recruiters will represent the Port Authority to potential candidates in the field utilizing the Employment Value Proposition, messaging, branding and overall strategy developed. The sources and outreach activities will be managed throughout the execute phase.

The execution phase will also include the establishment of key performance indicators and manage the effectiveness of our plans and strategies implemented to ensure the Port Authority is getting a Return on Investment. The ongoing monitoring will also provide our team with the insight to adjust the strategy when needed for changes in your sourcing strategy. The Aon team will:

- Distribute job advertisements through identified channels (organizations, job boards – national, niche, diversity, military; social media sites, etc.). The job will also be posted on the Port Authority website.
- Work with local government and community based organizations to drive traffic and awareness. Attend events at local venues in the surrounding areas that were planned during the strategy section: colleges, community based organization informational sessions, career fairs.
- Use existing social media sites to push information to followers with a particular focus on affinity sites expected to drive the diverse candidate population.
- Search resume databases and send emails directing candidates to apply on landing page
- Use Aon technology to develop email templates, build email lists, and distribute targeted campaigns to generate interest.
- Coordinate placement of advertising / marketing.
- Provide a toll free candidate contact center from Monday to Friday from 8 am to 8 pm to support general candidate inquiries, the processing of waivers and requests for testing accommodations (ADA compliance).
- Provide on-site administrative support to the recruitment process, as needed.
- Work with pan to understand applicant flow and provide ongoing updates to the Port Authority recruitment team.
- Focus on the goal of generating a diverse candidate pool of at least 10,000 candidates that qualify on the pan assessment process.

Assumptions

- Aon will focus on creating a diverse applicant pool (key audiences include Asian- and African-American communities as well as women)
- Aon will provide best practice recommendations for the Port Authority's social media presence and craft recruitment messaging (to be approved by Port Authority Public/Media Relations) that will leverage existing Port Authority Facebook pages and Twitter accounts; Aon will not be responsible for the creation of new pages/accounts and/or the ongoing maintenance.
- Aon will process all event based registration forms and pay all corresponding fees. Port Authority will approve all fees in advance. These fees will be passed through to the Port Authority as completed. These fees are included in the expected sourcing budget below.
- Aon is estimating attending 30-40 local events (college, local networking, government, civic, law enforcement organizations, etc.). We anticipate attending events with 2 representatives as well as a Subject Matter Expert from Port Authority to speak to the role.
- Aon will staff candidate contact center support, Monday – Friday (8am-8pm) with 1 - 3 resources at any given time based on the call volume. Port Authority will be assigned a dedicated toll-free number for applicants.

EXHIBIT B
PAYMENT PROVISION

Project Duration

Project Start Date: March 15, 2013 to Project End Date: June 15, 2013.

Payment Schedule

Fees are broken out by resource and estimated hours below.

The fees are based upon the number and type of resources needed to fulfill the services described therein. Fees are based on usage of the resources in each month based on fees detailed in the chart below and will be billed on a monthly basis. Fees will be based on the rates contained within GSA Schedule 738X Contract Number GS-02F-0023N Supplement PO-0017; dated February 3, 2013

Role	Hourly Rate	Estimated Hours	Associated Fees
EPO/RPO Associate Consultant I – Field Recruiter	\$74.50	320	\$23,840
EPO/RPO Consultant I – Call Center Lead	\$99.95	100	\$9,995
<i>Total Estimated Hours</i>		<i>1,620</i>	
<i>Travel Costs (estimated)*</i>			<i>\$8,191</i>
<i>Total Estimated Fees</i>			<i>\$228,253</i>

*Estimated travel costs include travel to events and other meetings with Port Authority staff.

- Our identified EPO/RPO Senior Consultant I with Diversity and Law Enforcement subject matter expertise is located in Washington, DC. Cost is based on 5 roundtrips to New York via train totaling \$1,250; \$375 for ground transportation, and 9 nights for lodging totaling \$2,250; 14 days per diem totaling \$816.
- Local travel to hiring events by NY/NJ based resources is estimated @ \$50 per day per person totaling \$3,500 for 35 events with 2 resources per event. Actuals will be based on actual mileage (IRS rates), actual tolls or actual mass transit travel.

**Estimated sourcing costs that will be passed through to the Port Authority. All actual selections will be finalized during the strategy phase and costs will be approved by Port Authority in advance.

- Job postings - estimated at \$8,000
- Database licenses - estimated at \$5,000
- Diversity specific outreach tools - estimated at \$10,000
- Registrations costs for attending events – estimated at \$7,000
- Print Media - estimated at \$51,500 (includes NY Metro, Korea Times, World Journal, Staten Island Advance, New York Beacon, El Diario, NY Journal, NY Post, and Community Newspaper Group)

Plus expenses billed as incurred on a pass through basis without mark up for travel, shipping, materials production, postage, telephone, etc.

Payment

Fees for services shall be invoiced to Client based on charges through the last day of the month. Adjustments, reconciliations, or credits to the standard fees paid by Client will be included on the invoice. Fees for services are due and payable within thirty (30) days of the invoice date. Client will promptly notify Aon Consulting, Inc. of any questions regarding invoices so that Aon Consulting, Inc. can expect timely payment.

Exhibit C

Rider to Master Services Agreement

To the extent there is a conflict between the terms of this Exhibit C and the Agreement, this Exhibit C shall control. All references herein to "Contractor" shall mean Aon Consulting, Inc. All references herein to "Contract" shall mean the Master Services Agreement and all Exhibits thereto, including this Exhibit C. All references herein to "Agreement" shall mean the body of the Master Services Agreement.

Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records and books of account recording all transactions of the Contractor (and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder and such additional information as the Port Authority may from time to time and at any time reasonably require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the

date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

General Obligations

The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.

Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.
- d. Notwithstanding the foregoing, Contractor and the Port Authority acknowledge and agree that Contractor may subcontract that portion of the services relating to recruitment advertising placement to McFrank & Williams Advertising Agency, Inc. ("McFrank"), and McFrank shall be a permitted subcontractor for purposes of this Contract.

Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the (a) breach of this Contract by Contractor or (b) Contractor's negligent acts or

omissions (in each case including Contractor's employees, officers and agents), and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor (including Contractor's employees, officers, and agents) excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

Contractor's obligations hereunder shall be subject to Section 5 of the Agreement.

Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement, as further set forth in Section 3 of the Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- **Contractor/ Subcontractor identity checks and background screening**

The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- **Issuance of Photo Identification Credential**

No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the

Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor, subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.

require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;

specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;

restrictions on the transfer, shipping, and mailing of CI information;
prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February, 9 2009)*, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright,

trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract."

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

CONTRACTOR'S INTEGRITY PROVISIONS – CERTIFICATION STATEMENT

Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

Aon Corporation executed a Contractor Certification dated October 23, 2012 at the request of the Port Authority of New York and New Jersey, which is attached hereto as Exhibit E. The representations and warranties made by Aon Corporation in the Contractor Certification apply to all Aon entities that contract with the Port Authority, including Aon Consulting, Inc. The Contractor Certification has an ongoing continuous disclosure requirement that requires Aon Corporation to report immediately to the Port Authority Office of Inspector General if it becomes aware that a representation in this certification is false and/or inaccurate. Aon hereby confirms the accuracy of the representations made within the Contractor Certification as of the date hereof..

Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

Other than those matters addressed in Exhibit E, Aon Consulting, Inc. certifies on its own behalf, and on behalf of each parent and/or affiliate of Aon Consulting, Inc. (including Aon Corp) that

- a. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- b. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Proposer prior to the official opening of such Proposer to any other Proposer or to any competitor;

c. no attempt has been made and none will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Proposer to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the Proposer has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

g. no person or organization has been retained, employed or designated on behalf of the Proposer to impact any Port Authority determination with respect to (i) the solicitation, evaluation or award of this Contract; or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Proposer as follows:

* if the Proposer is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent and affiliate of Aon Corp. that have had or currently have contracts with the Port Authority, and each director, and officer of the such entities;

* if the Proposer is a partnership, such certification shall be deemed to have been made not only with respect to the Proposer itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Proposer, shall be deemed to have been authorized by the Board of Directors of the Proposer (or authorized through a valid delegation of authority issued by the Board of Directors), and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

Notwithstanding that the Proposer may be able to make the foregoing certifications at the time the bid is submitted, the Proposer shall immediately notify the Authority in writing during the period of

irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Proposer with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Proposer has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Proposer is not a responsible Proposer with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Proposers are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Proposers are also advised that the inability to make such certification will not in and of itself disqualify a Proposer, and that in each instance the Authority will evaluate the reasons therefor provided by the Proposer. Under certain circumstances the Proposer may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

Proposer Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Proposers are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Proposer is not eligible to bid on or be awarded public contracts because the Proposer has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Proposer whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Proposer, or (ii) the state agency determination relied upon was made without affording the Proposer the notice and hearing to which the Proposer was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person

or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor

receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

Master Services Agreement Exhibit D

This Master Services Agreement (the "Agreement"), effective as of the 15th day of March, 2013 ("Effective Date"), sets forth the terms and conditions related to the provision of certain recruiting services to The Port Authority of New York and New Jersey ("Client") by Aon Consulting, Inc.

1. Services.

(a) Aon Consulting, Inc. will provide services to Client (the "Services") as described in the Statement of Work ("Statement of Work") attached hereto as Exhibit A for the fees set forth in the Fee Schedule ("Fee Schedule") attached hereto as Exhibit B. Client will pay compensation to Aon Consulting, Inc. for the Services as specified in the Fee Schedule. The Fee Schedule sets forth the terms under which Aon Consulting, Inc.'s fees will be invoiced, paid and adjusted from time to time. Client will submit to Aon Consulting, Inc. all Client Information in Client's control necessary for Aon Consulting, Inc. to perform the Services covered by this Agreement. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to Aon Consulting, Inc.. Client agrees to notify Aon Consulting, Inc. as soon as possible of any problems or errors in Client Information submitted. Services performed by Aon Consulting, Inc. in correcting such problems or errors are additional services for which additional fees will be payable.

(b) Certain of the Services discussed in the Statement of Work may be set out with greater specificity in document(s) listing the specifications and requirements of the Services, including the manner in which the Services will be provided (as amended or supplemented from time to time, the "Requirements Document"). The Requirements Document will be prepared by Aon Consulting, Inc. after consulting with Client. The Requirements Document or portions thereof will be submitted to Client for approval. Upon approval, the Requirements Document will be incorporated by reference into this Agreement. If, within fifteen (15) business days of submission, Client does not deliver to Aon Consulting, Inc. any written comments or objections to the Requirements Document, or the portions submitted, such submissions will be deemed to have been approved by Client. If Client delivers to Aon Consulting, Inc. any comments or objections during such time period, Aon Consulting, Inc. and Client shall work together to resolve any underlying issues and revise the Requirements Document accordingly. Upon resolution of such issues, Aon Consulting, Inc. will re-submit the Requirements Document or a portion thereof to Client for approval in accordance with the foregoing procedure. Amendments, updates and revisions to the Requirements Document will follow this procedure or may be documented via the Change Order process described in Section 1(c) below. If there are any conflicts between the Statement of Work and the Requirements Document, the Requirements Document will control.

(c) The parties may revise or change the nature and scope of some or all of the Services from time to time during the term of this Agreement by their agreement in accordance with this Section 1(c). If the parties agree to proceed with a change or with further discussions related to such change, Aon Consulting, Inc. shall: (i) complete a change order that includes the description of the change, if any, and the impact of the change on the Services and the fees payable hereunder; and (ii) submit the change order for the review of an authorized representative of Client. If both parties agree to implement such change order, an authorized representative of each party shall indicate such party's acceptance of the change order.

Acceptance of a change order shall constitute an amendment to this Agreement and shall be binding on both parties. Change orders may also trigger the need to update, amend or otherwise revise the Requirements Document as described in Section 1(b).

(d) In the course of providing the Services, Aon Consulting, Inc. may receive written or oral instruction or direction from an authorized representative of Client that does not constitute a Change Order or may not be documented as a Change Order in a timely way (collectively, "Client Directions"). Aon Consulting, Inc. may rely, in performing its obligations under this Agreement, upon any Client Direction or any information, data, document or instrument supplied by Client or a Participant. If and to the extent that Aon Consulting, Inc. or any of its permitted subcontractors acts or fails to act as a result of or based upon any such Client Direction or Participant direction, Aon Consulting, Inc. shall be relieved of any liability arising therefrom, and such act or failure to act shall not constitute a breach of any obligation of Aon Consulting, Inc. contained in this Agreement. Aon Consulting, Inc. shall be responsible for taking the initiative to resolve issues related to the Services under this Agreement, but if Aon Consulting, Inc. reasonably requests instruction or direction from Client and does not receive a Client Direction in a timely manner, Aon Consulting, Inc. shall not be deemed to have breached this Agreement with respect to any act or failure to act undertaken in good faith relating to the instructions requested.

2. Term and Termination

(a) This Agreement shall commence on the Effective Date set forth above and shall continue until terminated by either party as provided in this Section 2. Upon the effective date of termination, Client will pay Aon Consulting, Inc. for all fees and expenses due hereunder in connection with the terminated Services through the effective date of termination including the unpaid portion of any Service implementation fees. If any aspect of the Services extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such Services until the Services are completed.

(b) Either party may terminate this Agreement, or any Service, for cause upon thirty (30) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days.

(c) In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

3. Ownership and Control of Data and Work Product

(a) "Client Information" is defined as all information, data, and materials (in whatever form or media) provided to Aon Consulting, Inc. under this Agreement by or on behalf of Client. "Aon Consulting, Inc. Information" is defined as all information and materials (in whatever form or media) including candidate information provided to Client by or on behalf of Aon Consulting,

Inc. other than Client Information. Aon Consulting, Inc. Information includes, but is not limited to: letters, reports and other presentations; each Aon Consulting, Inc. web site on the World Wide Web through which it may perform the Services and make related information and/or other content available to Client as may be modified from time to time; any software, including underlying source and object code, and instructions embedded in spreadsheets, owned by or licensed to Aon Consulting, Inc.; Aon Consulting, Inc.'s responses to Client's requests for proposal or other proposal related documentation; Aon Consulting, Inc.'s standard materials and derivatives thereof and related materials; and Aon Consulting, Inc.'s generalized practices, techniques, business processes, and know-how regardless of whether developed in connection with the Services or engagements with other Aon Consulting, Inc. clients.

(b) This Agreement does not grant, or otherwise give, Client ownership in, or other rights to, Aon Consulting, Inc. Information or any other Aon Consulting, Inc. intellectual property except for the express license to Client set forth in Section 3(c). Any analysis, reports, or advice provided by Aon Consulting, Inc. under this Agreement is for management use and decision-making and is not to be shared with any third parties (except Client's legal counsel or auditors) or used in any communication to employees or other third parties without Aon Consulting, Inc.'s written prior consent.

(c) Subject to this Agreement and to any specific terms in an attachment or exhibit hereto, Aon Consulting, Inc. grants to Client a non-exclusive, non-sublicenseable, non-transferable license to use the Aon Consulting, Inc. Information solely for Client's internal use. To the extent such license covers Aon Consulting, Inc. Information, such license shall terminate and expire upon the termination of Hewitt's provision of Services related to such Aon Consulting, Inc. Information; provided, however, Client shall have a perpetual license to use the candidate information in its possession that was provided to Client by Aon Consulting, Inc. during the term of this Agreement.

(d) Client will not (i) create derivative works based on, modify, or translate the Aon Consulting, Inc. Information; (ii) sell, assign, distribute, lease, market, rent, sublicense, transfer, or otherwise grant rights to the Aon Consulting, Inc. Information in whole or in part to any third party; (iii) obfuscate, remove or alter any of the internet links or copyright or other proprietary legends that are in the Aon Consulting, Inc. Information or that are displayed on pages served by the Aon Consulting, Inc. Information; or (iv) reverse engineer, decompile or disassemble Aon Consulting, Inc. Information or any part thereof or otherwise obtain or attempt to obtain the source code for Aon Consulting, Inc. Information.

4. Confidentiality

(a) For the purposes of this Agreement, "Confidential Information" includes: (i) the terms of this Agreement; (ii) Client Information; (iii) Aon Consulting, Inc. Information; and (iv) any other information which should reasonably be deemed confidential by the recipient. Each party's respective Confidential Information will remain its sole and exclusive property. Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.

(b) Each party will use reasonable efforts to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees who have a need to know the Confidential Information of the other party will receive such Confidential Information. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, and that either party may disclose the other party's Confidential Information to its legal counsel and auditors. Aon Consulting, Inc. may also disclose Client's Confidential Information (i) to any Aon Consulting, Inc. permitted subcontractor as reasonably necessary for such subcontractor to perform its services, provided that any such subcontractor is subject to a confidentiality agreement or (ii) , as instructed by Client, to any other third party providing services to Client. Aon Consulting, Inc. may retain a copy of all Client Confidential Information for archival purposes provided that such information will remain subject to the provisions of this Agreement as long as it continues to be retained by Aon Consulting, Inc..

The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice of such requirement to the disclosing party. . Aon shall comply with the Port Authority's policy on Freedom of Information which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. Prior to disclosure of any Aon Confidential Information pursuant to a Freedom of Information request, the Port Authority shall notify Aon of such request prior to any disclosure

5. Liability/Indemnification

(a) Aon Consulting, Inc. will correct its work product without additional charge if any errors or omissions occur in its work. The maximum amount of Aon Consulting, Inc.'s liability to Client under this Agreement in any calendar year during the term shall not exceed the amount of fees paid to Aon Consulting, Inc. by Client under the Agreement during such year, except to the extent such Losses result from (a) Aon Consulting, Inc.'s willful, fraudulent or criminal misconduct, or (b) the bodily injury, including death or damage to real or personal property of Client or its eligible participants, or (c) claims made against Client due to the infringement of Aon Consulting, Inc. Information on a third party's proprietary rights. "Losses" shall mean any and all damages, losses, liabilities and expenses, including reasonable attorney's fees and expenses.

(b) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, and even if advised of the likelihood of such damages.

(c) Both Aon Consulting, Inc. and Client will use reasonable efforts to mitigate their own, as well as each other's liabilities, damages and other losses suffered in connection with the Services, including where damages can be mitigated by lawfully pursuing recovery from eligible participants or eligible third parties with whom Client has a relationship (i.e., vendors other than Aon

Consulting, Inc.), and each of Aon Consulting, Inc. and Client will conduct or permit diligent efforts to so recover.

6. Miscellaneous

(a) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

(b) The headings used herein are for convenience only and will not affect the interpretation of this Agreement. If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect. This Agreement and any Exhibit hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the Exhibit.

(c) This Agreement has been entered into for the sole benefit of Client and Aon Consulting, Inc., and in no event will any third-party benefits or obligations be created thereby. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement.

(d) Neither party will be in breach of this Agreement or any Exhibit as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, and other similar occurrences as long as such party is diligently attempting to correct the cause of the delay.

(e) To improve the experience of Client's participants and others as it relates to the receipt of services from Aon Consulting, Inc., Aon Consulting, Inc., through itself or Aon Consulting, Inc.'s designee, may contact participants to determine if such participants would be interested in participating in a market research study designed to improve the Aon Consulting, Inc. customer experience. A participant's involvement in such study would be solely on a voluntary basis, and if a participant declines to participate in such study, Aon Consulting, Inc. will cease all further market research inquiries of such participant.

(f) It is expressly understood and agreed that the obligations of Sections 3, 4, 5, and 6 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.

(g) Both parties agree that injunctive relief is appropriate in enforcing the confidentiality provisions of this Agreement. In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.

(h) This Agreement is subject to OFAC compliance (i.e., the laws and regulations enforced by the United States Office of Foreign Assets Control and each party's compliance policies relating

thereto). Since Aon Consulting, Inc. can be held accountable under such laws and regulations in connection with its provision of the Services, Client confirms that it will screen against OFAC's list of Specially Designated Nationals and Blocked Persons those parties with whom Aon Consulting, Inc. will interact at Client's direction in providing the Services (e.g., Client's employees, participants, other vendors, etc.). If a possible match is identified as a result of a screen, Client shall notify Aon Consulting, Inc., and the parties will cooperate with each other in resolving the matter (which may include adjustments to the Services or regulatory notifications).

(i) This Agreement will be construed and enforced in accordance with the internal laws and judicial decisions of the State of New York, excluding its conflict of laws rules that would refer to and apply the substantive laws of another jurisdiction.

(j) This Agreement, including all Exhibits, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Master Services Agreement:

Aon Consulting Inc.

By: _____

Name: _____

Title: _____

Date: _____

The Port Authority of New York and New Jersey

By: _____

Name: _____

Title: _____

Date: _____

THE PORT AUTHORITY OF NY & NJ
CONTRACTOR CERTIFICATION
AON CORPORATION

Whereas, The Port Authority of New York and New Jersey (the "Port Authority") is a municipal corporate entity and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and, between the two States, and thereafter, consented to by the Congress of the United States, to develop transportation, terminals, and other facilities of commerce within the statutorily defined Port District, which has its Executive Offices at 225 Park Avenue South, New York, N.Y. 10003; and,

Whereas, at the present time, pursuant to the 1921 Compact and subsequent bi-state amendatory and supplementary legislation, the Port Authority owns and/or operates forty (40) such facilities; and,

Whereas, the Port Authority is committed to protecting the public interest against fraud, waste, and abuse in all of its projects or operations, and in all of its contracts and subcontracts (including sub-subcontracts and other contracts thereunder) entered into in order to effectuate such projects or operations (hereinafter referred to collectively as "Port Authority contracts and/or subcontracts"); and,

Whereas, Aon Corporation ("Aon Corp." or "The Company")¹ is a public multinational corporation headquartered in London, United Kingdom, having a global office and place of business at 200 East Randolph Street, Chicago, IL 60601; and,

Whereas, certain information has come to the attention of the Port Authority to cause the Port Authority to review Aon Corp.'s background in order to determine whether the public interest is served by allowing Aon Corp. to continue to perform as a contractor on Port Authority contracts for various insurance and risk-related services (the "Contracts"), and to be considered for future Port Authority contracts and/or subcontracts. Specifically, on December 20, 2011, Aon Corp. entered into a Non-Prosecution Agreement with the United States Department of Justice, Criminal Division. Aon Corp. failed to disclose the Non-Prosecution Agreement in its previous Port Authority bid and contract documents, specifically in response to the Port Authority's Certification of No Investigation, Indictment, Conviction, Suspension....Disclosure form; and,

Whereas, this Certification is made for the express purpose of inducing the Port Authority to allow Aon Corp. to continue to perform as a contractor on the Port Authority Contracts, and to be considered for future Port Authority contracts and/or subcontracts; and,

¹ References to, and obligations by, Aon Corp. in this Certification also include subsidiaries of Aon Corp. which have had contracts with the Port Authority, including, but not limited to: Aon Consulting, Inc., Aon Risk Services, Aon Group, Aon Global Risk Consulting, etc.

Now, therefore, the following representations and covenants are hereby made by the undersigned on behalf of Aon Corp.:

1. As to Aon Corp.:
 - a. Neither Aon Corp. nor any of its Key People², in the past five years or present, have been a target, subject, or involved in any government investigation regarding Aon Corp.'s violation of applicable laws involving or relating to allegations of lack of honesty or business integrity, whether of a criminal, civil, or administrative nature, except as disclosed in public filings with the Securities and Exchange Commission ("SEC"), such as the 2012 10-K, which included descriptions of settlement agreements in 2011 with the Department of Justice and the SEC, and a 2009 settlement with the United Kingdom ("U.K.") Financial Services Authority by Aon Limited, Aon Corp.'s principal U.K. brokerage affiliate.
 - b. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument.
 - c. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been served with a subpoena, request for records and/or information, or other process conducted by any law enforcement agency or Grand Jury specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature.
 - d. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been notified of being the subject of court-ordered electronic surveillance.
 - e. Neither Aon Corp. nor any of its Key People, directly or indirectly, have offered, given or agreed to give, or received or agreed to receive, any money, or any other benefit, to or from any officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Aon Corp.'s business or for the benefit of Aon Corp.

² References to "Key People" throughout this Certification, unless otherwise stated, shall be limited to the Key People of Aon Corp., and include, but are not limited to: partners; directors; executive officers of Aon plc; shareholders of ten percent (10%) or more of The Company's issued stock; including owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights, etc.) that can be converted to stock so that, if exercised, would constitute ten percent (10%) of The Company's issued stock; any group, individual and/or entity with the right to acquire ownership of an amount of The Company's stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which, if combined with the current holdings of such group, individual and/or entity, would constitute ten percent (10%) or more of the outstanding stock; each manager or individual participating in overall policy-making or overall financial decisions for The Company; and each person in a position to control and/or direct The Company's overall operations.

f. Neither Aon Corp. nor its Key People, directly or indirectly, will offer, give or agree to give, or receive or agree to receive, any money, or any other benefit, to or from an officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Aon Corp.'s business or for the benefit of Aon Corp.

2. Aon Corp. shall report immediately to the Port Authority Office of Inspector General ("OIG") if it becomes aware that a representation in this Certification is false and/or inaccurate.

3. Aon Corp. agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Aon Corp.'s Key People become aware that Aon Corp. and/or any of its Key People are:

- a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument; or,
- b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes; or,
- c. party to a non-prosecution agreement, deferred prosecution agreement, or a consent decree, or are otherwise granted immunity from prosecution; or,
- d. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature, and whether or not Aon Corp. and/or said Key People are notified, are in-fact, or otherwise believed to be, the subject or target of any such investigation.

4. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, within five (5) business days in the event that any of Aon Corp.'s Key People become aware that any of Aon Corp.'s employees or agents³ who are working, or have ever worked, on any government contract or subcontract are:

- a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,
- b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes, specifically involving or relating to allegations of a lack

³ For purposes of this Certification, an "agent" is defined as any entity or person acting on behalf of or for the benefit of Aon Corp., including, but not limited to, expeditors.

of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,

- c. subpoenaed by any government agency, official, and/or employee in connection with any investigation, specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature, and whether or not the employee or agent is notified, is in fact, or otherwise believed to be, the subject or target of any such investigation.

5. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, within five (5) business days in the event that any of Aon Corp.'s Key People become aware that:

- a. any of Aon Corp.'s Key People, or employees or agents offer or agree to give any money, gratuity, or any other benefit to a contractor or subcontractor, public official or servant, or labor official for a purpose that is corrupt, or suspected of being corrupt; or,
- b. any of Aon Corp.'s Key People, or employees or agents are solicited by any contractor or subcontractor, public official or servant, or labor official to give any money, gratuity, or any other benefit for a purpose that is corrupt, or suspected of being corrupt; or,
- c. any of Aon Corp.'s Key People, or employees or agents make, or attempt to make, any agreement, or participate in, or attempt to participate in, any scheme, to rig bids, restrain trade by collusion or unfair trade or labor practices, or otherwise prevent the lowest responsible bidder from obtaining a contract; or,
- d. any person associated, or suspected of being associated, with Organized Crime has asserted, or attempted to assert, any influence over or established or maintained any relationship with Aon Corp.; or any entity or person with any role in the ownership or operation of Aon Corp.

6. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, the following occurrences which are brought to the attention of any of Aon Corp.'s Key People, involving a lack of honesty or business integrity or unethical business activity arising out of or in direct connection with Aon Corp.'s operations on any government contract or subcontract:

- a. any criminal activity on the part of Aon Corp.'s Key People, employees, agents, subcontractors, suppliers or vendors;
- b. any criminal activity on the part of any Port Authority or other governmental agency employees, officers, or agents; and,

c. any criminal activity on the part of any labor officials.

7. Aon Corp. understands and acknowledges that this Certification, subject to its expiration in accordance with Paragraph 13 below, shall be incorporated into and be deemed a part of the Port Authority Contracts, and all contracts hereafter awarded to Aon Corp. by the Port Authority and shall be applicable to all subcontracts hereafter approved by the Port Authority, and that notwithstanding any conflicting provisions contained in any such contracts and/or subcontracts, this Certification takes precedence over such provisions. Aon Corp. further understands and acknowledges that any false representation as to any material item contained herein or any material violation of any of the representations or covenants set forth herein may be deemed by the Port Authority to constitute a material breach of, and default under, all Aon Corp. contracts with the Port Authority and all subcontracts approved by the Port Authority. Should the Port Authority become aware of what it believes to be a material breach, the Port Authority agrees that it will provide notice of the alleged material breach to Aon Corp., and that Aon Corp. will have thirty (30) days to respond in writing and to cure the violation that is alleged to constitute a material breach. If, after the notice and response period, the Port Authority determines that there has been a material breach, and that the material breach has not been cured, the Port Authority may, at its election, immediately terminate any or all of such Contracts and rescind its approval of such subcontracts with the effect that Aon Corp. shall not be permitted to continue as a contractor or subcontractor.

8. In the event that the Port Authority determines that Aon Corp. has failed to meet the terms of this Certification, or Aon Corp. or any of its Key People are arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, the Port Authority, at its sole discretion, may require Aon Corp., at its own expense, to retain an Integrity Monitor, to be selected by the Port Authority, acting through the OIG, to monitor Aon Corp.'s activities, institute procedures and conduct internal inquiries, in a manner to be negotiated and mutually agreed upon by the Port Authority and Aon Corp..

9. Aon Corp. further understands that the Port Authority has the right to consider The Company's responsibility status in the future and, in conformity with all applicable Port Authority regulatory due process requirements to which The Company would otherwise be entitled, and to find it, to be a non-responsible bidder, in the event the facts should warrant such action.

10. Aon Corp. hereby authorizes and grants the Port Authority, including its OIG and their Integrity Monitors (separate and apart from the Integrity Monitor described in Paragraph 8 of this Certification), the right to audit and/or investigate, as may be reasonable or appropriate, to ensure compliance by Aon Corp. and its Key People with the terms and conditions of this Certification. Aon Corp. further agrees that it will cooperate fully and completely with the Port Authority, including its OIG and their Integrity Monitors, during and in connection with any such audits and/or investigations. Whereby such cooperation shall include, but is not limited to, granting the Port Authority,

including its OIG and their Integrity Monitors, the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, that are related to any Port Authority project, and that are in the possession or control of Aon Corp., its subsidiary and/or affiliated companies, and/or any other company directly or indirectly controlled by Aon Corp., its shareholders, or Key People. Pursuant to this Paragraph, Aon Corp. shall also use its best efforts to assist the Port Authority, including its OIG and their Integrity Monitors, in obtaining access to, interviews with, and information from, former, current, and future persons employed or retained by Aon Corp., including, but not limited to, Key People, employees, and agents.

11. Aon Corp. has implemented an extensive Ethics Compliance Program. The components of this Ethics Compliance Program include a Code of Conduct, a Client Event, Entertainment, Meals and Gift Policy (a copy of which has been provided to the Port Authority), the designation of a Compliance Officer, a reporting Hotline, and other associated ethics functions, as needed. The Port Authority OIG has the right to review all components of the Ethics Compliance Program to the extent the information is not privileged and confidential.

12. Aon Corp will prohibit any of its Key People, employees, or agents from offering and/or giving anything of value (including, but not limited to, money, meals, gifts, gratuities or transportation) to any employee or official of the Port Authority.

13. The undersigned declares and certifies that the foregoing information is true and complete, to the best of his/her knowledge, and that the representations and covenants made herein will be strictly adhered to for the duration of the Port Authority Contracts, and any contracts and/or subcontracts that may hereafter be awarded Aon Corp. by the Port Authority, provided, however, that the above-referenced covenants shall expire two (2) years after the date of execution of this Certification.

A false representation or violation of any of the above undertakings or covenants made in connection with this Certification may prevent Aon Corp. and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements with the Port Authority. In addition, such false representation or violation may subject Aon Corp. and the undersigned to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), New Jersey Code of Criminal Justice Title 2C:28-3 (Unsworn Falsification to Authorities), and/or Title 18 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

Aon Corporation

Dated: October 23, 2012

By: _____

R. Fall
Vice President

Title

STATE OF ILLINOIS)

SS:

COUNTY OF COOK)

Ram Padmanbhan, being duly sworn, deposes and says that he/she is the ^{Vice} President of Aon Corp., and that, to the best of his/her knowledge, the information provided herein is true and sufficiently complete so as not to be misleading; and that she has been properly authorized by Aon Corp. to sign this Certification, on its behalf.

Subscribed and sworn to before
me this 23rd day of October 2012

Nancy Jean Kras
Notary Public



THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
TWO MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NJ 07302

September 4, 2013

Tom Failor
General Counsel
Aon Consulting, Inc.
1120 20th Street, NW, South Lobby, Ste. 600
Washington, DC 20036

Re: Agreement with Aon Consulting, Inc. ("Aon") for the provision of human resource-related services: Contract #4600009651; Purchase Order #4500064420

Dear Mr. Failor:

The Port Authority of New York and New Jersey (the "Authority") hereby accepts Aon's proposal for the provision of human resources-related services. The term of the resulting Contract shall be for a four-year period effective upon complete execution of this Award letter, subject to earlier termination or extension as provided for in the Contract.

The Contract between the parties will consist of the following documents; in case of conflict between any of the documents, the order of precedence shall be as numbered below:

1. This letter of award;
2. The Port Authority's solicitation dated August 12, 2013 (attached);
3. Aon's proposal dated September 4, 2013 (attached).

Your facility contact is Christina Kiley, who can be reached at (212) 435-2834. If you have any questions concerning the award of this Contract, please contact James Summerville at (201) 395-3454 or jsummerville@panynj.gov.

For invoicing and correspondence purposes, Purchase Order #4500064420 has been assigned to this Contract.

Please signify your concurrence by signing at the lower left and returning a signed copy of the letter to the attention of James Summerville, Procurement Department.

Sincerely,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

By: James Summerville
James Summerville

Title: Pr. Contracts Specialist

Dated: 9/6/13

Agreed:

AON CONSULTING, INC.
By: [Signature]
Name: John A. Mikowski

Title: VP-Legal

Dated: 9/5/13

cc: C. Kiley

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NJ 07302**

August 12, 2013

Usha Mirchandani
Aon Hewitt
44 Whippany Road, Suite 220
Morristown, NJ 07960

Ms. Mirchandani:

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is hereby requesting a proposal from Aon Hewitt ("Aon") to provide the services described in the Scope of Work section below.

The Authority is issuing this solicitation with the assumption that Aon has in place contract(s) with governmental agencies for the performance of services similar to those presented in the Scope of Work section. Hourly rates proposed in your response hereto shall not exceed the published government contract rates. However, the Authority encourages Aon to provide reductions to said rates, as appropriate.

1. GENERAL INFORMATION: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The Port Authority is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey

City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

2. SCOPE OF WORK:

Aon shall provide services associated with the different initiatives described below. The Authority expects Aon to provide these services concurrently.

A. MARKET PRICING, PHASE II:

Overall, Aon shall review the initial market pricing determined in Phase I of this Initiative and conduct new market pricing for the (approximately) 459 remaining titles that will be guided by newly minted job documentation. Aon's services shall include but not be limited to the following tasks:

- Review and update market pricing determined in Phase I of this Initiative;
- Using the Position Information Questionnaires ("PIQs") provided by the Authority, determine market pricing for those jobs not priced in Phase 1;
- Recalibrate market clusters;
- Slot non-benchmarked jobs, and provide costing analyses and transaction recommendations;
- Develop approaches to determine market pricing for future positions;
- Provide ongoing advice and project management support related to this Initiative; and
- Assist in developing a strategy to update market pricing on a regular basis and, as requested by the Authority, provide support in updating salary ranges.

B. JOB DOCUMENTATION:

Using job documentation, the Authority will determine market pricing for management positions in the agency. Aon's services shall include but not be limited to the following tasks:

- Develop a job description template and questionnaire to Authority employees and analyze the information received from the questionnaire;
- Using job documentation summarized in the responses to the questionnaires, determine the proper market reference range for the positions;
- Using information obtained in the PIQs, develop the following databases in Microsoft Access: Employee, Manager, Human Resources;
- Provide the aforementioned databases to the Authority;
- Based on the PIQs, provide ongoing guidance to the Authority's Human Resource Department ("HRD") on the proper Fair Labor Standard Act status of jobs based on the PIQs;
- Help the Authority develop job descriptions and titles based on the PIQs.

C. CHANGE AND COMMUNICATION:

Aon will provide a variety of services to support the Authority's efforts to communicate changes resulting from the initiatives described herein, etc. Aon's services shall include but not be limited to the following tasks:

1. Conduct focus groups with Authority employees to test their assumptions, acquire feedback and guidance;
2. Re-engage the Authority's HRD Catalyst Team to support change by regularly seeking their guidance and involving them in the conducting of focus groups;
3. Complete and distribute a Human Resources ("HR") Strategy Map (for HRD and identified Authority leaders and groups);
4. Develop an agency-wide communication plan outlining the HRD Strategy for 2013-2014;
5. Develop and continually update a calendar identifying communication and engagement priorities, events, and connections for the agency;
6. Finalize the process for preparing for meetings with Authority executives and board members;
7. Finalize the process for developing, editing, reviewing, and approving HRD communications directed to HRD and agency-wide.

D. PROJECT MANAGEMENT:

Aon shall provide general support for the following projects identified in the HRD Strategic Plan for 2013:

1. Diversity;
2. Recruiting Optimization;
3. Absence Management;
4. Compensation;
5. Performance Management;
6. Talent Management;
7. Service Delivery;
8. HR Metrics & Technology;
9. Change Management & Communication; and
10. Total Rewards.

Generally, Aon shall assist in Business Mapping (i.e. project planning) and in developing standard operating procedures ("SOPs") for several units of HRD, as they relate to Service Delivery and Talent Acquisition.

Under this Initiative, Aon's services shall include but not be limited to the following tasks:

- Integrate all work-streams in the HRD Strategic Plan for 2013;
- Monitor and updating key deliverables in the Strategic Plan;
- Identify key issues affecting the implementation of the Strategic Plan, and strategizing on their resolution;
- Provide general support for Business Process Mapping and SOPs related to this Initiative.

E. SERVICE DELIVERY INFRASTRUCTURE AND CAPABILITY BUILDING:

Aon shall implement the approved recommendations provided in early 2012, as related to HRD's structure. Under this Initiative, Aon's services shall include but not be limited to the following tasks:

1. Conduct and attend meetings to review the current infrastructure and processes underlying the HR Service Delivery Program;
2. Develop detailed recommendations for key opportunities to improve the Program;
3. Conduct onsite meetings to review the recommendations and to develop an action plan for implementation; and
4. Provide ongoing content coaching for the implementation of the approved recommendations.

Furthermore, Aon's services, as related to the four foregoing tasks, shall include but not be limited to the following:

1. Identify risk areas with mitigation strategies;
2. Provide actionable recommendations;
3. Develop 30-, 90-, 180-, and 360-day implementation plans featuring:
 - HR Service Center Call Guides; and
 - A first set of Call Guides, finalized and deployed to the HR Service Center;
4. Provide support for additional Call Guide development groups, as necessary;
5. Develop a Business Process/Standard Operating Procedures, which shall include sharing best practice methods and templates for documenting business processes and SOPs, and for developing, reviewing, testing, and deploying the first set of business processes and SOPs;
6. Perform and deploy a work intake process for HRD;
7. Develop and deploy a HR Service Center Smart Schedule and ensure that the HR Service Center is using the Schedule appropriately;
8. Provide and deploy basic HR Service Center Metrics and develop service level agreements to facilitate the tracking of metrics and process improvements:
 - Implement a case management/knowledge management tool to track employee relation issues;
9. Perform a customer survey to ascertain the Authority employees' reaction to services provided by HRD, and review the results of those surveys with HRD staff;
10. Develop and implement a quality assurance process. Establish and implement quality assurance standards for calls handled in the HR Service Center, and for Service Center processes and transactions.

F. RECRUITING PROCESS RE-ORGANIZATION:

Aon will assist in the process of reorganizing the unit responsible for recruitment, and in reorganizing recruitment processes. The goal of this Initiative is to decrease the time-to-fill a position and to increase productivity and efficiency within the team's operations.

Aon's services shall include but not be limited to the following tasks:

1. Design and implement new role specializations and staffing models;
2. Complete business process mapping and SOPs;
3. Create a recruiting playbook;
4. Developing employer branding and value proposition;
5. Assessing marketplace technology for use in recruitment and making recommendations for their purchase and use;
6. Perform strategic workforce planning;
7. Share leading practices in recruitment processes;
8. Provide recommendations on redesigning recruitment processes.

G. DEVELOP AND HELP IMPLEMENT A TOTAL REWARDS STRATEGY:

The Rewards Program will help employees understand the value of the Authority's benefits program. Goals include but are not limited to:

1. Developing a Program aligned with the value assigned to Authority employees, the Authority's competitive position in the job marketplace, and the Authority's business objectives;
2. Determining an understanding of what different employee groups value, so that the Authority may develop a more effective strategy;
3. Developing a strategy for Total Rewards, which outlines design, delivery, and communication decisions in a data-driven fashion.

Aon's services shall include but not be limited to the following tasks:

1. Review the current Total Rewards programs, and gather data on benchmarking, Human Resource Information System data, and program costs, to develop a Current Statement Assessment report of the Authority's Total Rewards package;
2. Develop a Total Rewards Strategy and Guiding Principles to inform the Authority's Total Rewards approach and future decisions;
3. Work with the Authority to build a near- and longer-term communication and marketing strategy and roadmap to enhance the value of the Total Rewards package for a workforce with diverse needs.

Furthermore, Aon shall:

1. Conduct an inventory of Total Rewards programs;
2. Compare the Authority's Reward Program to those of similar organizations and summarize differences;
3. Review the findings of the two foregoing activities and discuss potential opportunities for improvement with HRD;
4. Confirm key Total Reward objectives with HRD leadership and key stakeholders in the Authority (e.g. Authority executives and other personnel, as identified by HRD);
5. Define a Total Rewards Strategy Statement and Guiding Principles, which should be aligned to Authority business and strategic goals;
6. Gather input from HRD and stakeholders;

7. Work with the HRD Communications team to develop an employee focus group strategy, design rewards-specific questions for the focus groups, conduct the focus groups, and summarize the findings of the focus groups in the Current State Assessment and Total Rewards Strategy Report;
8. Develop an implementation plan for a new Rewards Program by identifying, selecting, developing and implementing new programs;
9. Help build an awareness of new rewards-based programs and evaluate their effectiveness at specific milestone periods.

H. HRD METRICS:

Aon will help develop a HR Metrics report to keep staff updated on the talent-related data points that are key focus for Authority management and executives.

Aon's services and deliverables shall include but not be limited to the following tasks:

1. Identify metrics and developing definitions;
2. Develop MS Excel tools and report templates;
3. Develop an executive report identifying certain metrics (e.g. turnover, time-to-fill, diversity, talent development, service delivery, etc.)
4. Review and refine (at least twice) the executive report in accordance with Authority comments.

All services and deliverables described in this section are subject to the Authority's review and approval.

3. TERM

Subject to the termination clause provided P.A. Agreement HRD-08-001 between the Authority and Aon Consulting, the duration of the Agreement resulting from this solicitation shall be for a period of four years effective upon complete execution of the award letter to the Agreement.

4. PROPOSAL:

Your proposal shall include the following:

- A. Work Approach: Description of the approach to satisfying the requirements described in the Scope of Work section, above.
- B. Schedule, in weeks and months, for providing and completing the services and deliverables described in the Scope of Work section, above. The schedule shall be indexed to each Initiative described in the Scope of Work section, above.
- C. Cost: Hourly rates proposed in your response hereto shall not exceed the published government contract rates in Aon agreements with other governmental agencies, to which Aon provides services similar to those presented in the Scope of Work. However, the Authority encourages Aon to provide reductions to said rates, as appropriate.

For each Initiative described in Section 2 (Scope of Work), you shall convey the requested information in the following format:

“Initiative A: Market Pricing

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of hourly rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
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Total estimated cost for Initiative A: \$ _____”

Note:

1. Proposed costs shall be inclusive of all expenses incurred in the performance of the Agreement.
2. Aon shall not continue to render services under the Agreement resulting from this solicitation after the point at which the total amount to be paid to Aon reaches the total estimated amount of the Agreement resulting from this solicitation, as approved by the Authority.

D. **Staffing Plan:** Describe the experience and expertise of proposed personnel who will provide the services described in Section 2 (Scope of Work).

5. INSURANCE:

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations and products-completed operations, broad form property damage and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$ 1 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$ 1 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey and PATH as additional insured, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain cross-liability language providing

severability of interests so that coverage will respond as if separate policies were in force for each insured. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

The certificate of insurance and policy (ies) must contain the following endorsement for the above liability coverages:

"The insurance carrier(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, including Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of New York and New Jersey, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The Port Authority, Risk Manager, Risk Management can consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of New York and New Jersey, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), stating the agreement/contract number prior to the start of work. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements is not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract.

6. AGREEMENT ON TERMS OF DISCUSSION

You shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of your firm, which is included as **Attachment A** and shall be submitted by you without any alterations or deviations. Failure to sign the Authority's "Agreement on Terms of Discussion" may result in having your proposal not reviewed by the Authority. If your firm is a joint venture, an authorized representative of each party must sign the Agreement.

7. ACCEPTANCE OF STANDARD CONTRACT TERMS AND CONDITIONS

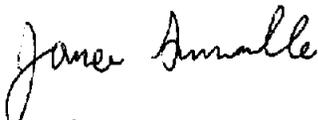
Except as specifically modified herein and in the proposal from Aon, as accepted by the Authority, all terms and conditions of P.A. Agreement HRD-08-001 between the Authority and Aon Consulting, Inc. shall apply to the work set forth herein and the accepted proposal from Aon

8. GENERAL

Neither the expression of your organization's interest, nor the submission of your organization's qualifications and any documents or other information, nor the acceptance thereof by the Port Authority, nor any correspondence, discussions, meetings or other communications between your organization and the Port Authority, shall impose any obligation on the Port Authority. Unless and until the Port Authority awards a contract covering the proposed services to your organization, the Port Authority shall have no obligation to your firm. Costs of participation or information preparation are not compensable.

Please respond to this letter with your proposal no later than 5:00 PM on August 19, 2013. Provide your proposal to me at the email address specified below.

Sincerely,



James Summerville, Pr. Contracts Specialist
Port Authority of NY & NJ
Procurement Dept.
201-395-3454
jsummerville@panynj.gov

ATTACHMENT A
AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.



September 4, 2013

Mr. James Summerville
Pr. Contracts Specialist
The Port Authority of NY & NJ
Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

Subject: Proposal for HR Services

Dear James:

This letter outlines how Aon Consulting, Inc. ("Aon") will work with Port Authority of New York and New Jersey (PANYNJ) to provide the services requested in its solicitation (the "Solicitation") dated August 12, 2013.

Aon's Proposed Services:

Overall, Aon shall provide the services requested in the Scope of Work section of the Solicitation. This proposal outlines Aon's work approach to completing such services, which shall be provided concurrently. Aon shall provide these services over a period of four years, according to a project schedule acceptable to Aon and PANYNJ.

A. Market Pricing—Phase II

I. Work Approach

In Phase One, Aon market priced 336 of PANYNJ's 795 unique job titles, covering around 60 percent of the organization's non-represented workforce. This allowed us to develop the banding framework in time for an implementation by PANYNJ. As requested in the Solicitation, Phase Two requires Aon to review the initial market pricings and to conduct new market pricings on the 459 remaining titles, all guided by newly minted job documentation from PANYNJ.

Aon's work approach to providing the requested services will be as follows. Aon will:

- Review and update Phase One market pricings of 336 jobs
- Conduct new market pricings of 459 remaining jobs
- Recalibrate market clusters
- Provide ongoing project management, which includes at least 3 in-person meetings, at least 10 calls, and regular updates to the "master file"



- Provide validation of Band assignments, slotting recommendations for non-benchmark jobs, costing analysis, and transition recommendations.
- Conduct 4 days of training on the new career and compensation program
- Conduct a market pricing refresh on a cyclical basis on all benchmark jobs within PANYNJ (336 + 459)
- Provide ongoing support on Band assignment, slotting recommendations, and transition recommendations
- Provide a refresh of training support as needed for HRD and PANYNJ managers and staff
- Provide ongoing consultation support on implementation of market pricing compensation strategy at PANYNJ

II. Cost

Initiative A: Market Pricing

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President I	\$413.59	1,000	\$413,590	GSA; November 27, 2002- November 26, 2017	\$413.59

Total estimated cost for Initiative A: \$413,590

B. Job Documentation

I. Work Approach

Aon's work approach to performing the requested services will be as follows. Aon will:

- Develop a job description template and job content questionnaire
- PANYNJ to collect job content from employees and managers that will be reviewed and analyzed by Aon
- Build databases; collect and consolidate job content questionnaires
- Support building out of additional job documentation as required by PANYNJ



II. Cost

Initiative B: Job Documentation

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President I	\$413.59	140	\$57,902.60	GSA; November 27, 2002- November 26, 2017	\$413.59
TSC Senior Consultant IV	\$265.54	159	\$42,220.86	GSA; November 27, 2002- November 26, 2017	\$265.54

Total estimated cost for Initiative B: \$100,123.46

C. Change and Communication

I. Work Approach

Aon's work approach to performing the requested services will be as follows:

Transformation and Human Resources ("HR") Strategy—Move to World Class

- Aon will support PANYNJ through ongoing transformation and change management strategy. Aon's services shall include but not be limited to providing the following deliverables:
 - HR advisory services designed to identify opportunities, mitigate human capital risks, and develop relevant solutions from peer organizations and other industry best practices
 - Continuing overall change management strategy development, testing and execution relating to implementation within the PANYNJ and across its lines of business
 - Development of the strategy, implementation, and best practice content for use with the Executive Director, Board of Directors, and other senior leaders throughout PANYNJ
 - Assist the Chief of Human Capital and her team in a leadership capacity to represent the continuing nature of their transformation, convey key happenings, provide regular updates to leadership, and to prepare and present at critical meetings with Port Authority leadership, including the line of business and HR
 - Provide support to design and conduct of Catalyst meetings
 - Ongoing change strategy support implementation of key HR initiatives
 - Conduct and facilitate regular working team meetings to assess progress, identify gaps, and to mitigate risk in execution
 - Design and facilitate implementation of viral networks at PANYNJ



- Build change management and communication capability with PANYNJ
- Provide ongoing coaching and support to staff responsible for communicating HR-related changes within PANYNJ

Culture and Engagement

Aon will help to build a positive and productive way forward for PANYNJ employees, focused on opportunities, career and organizational purpose, and mission.

To execute this, Aon will focus on building capability within the newly hired communication function within HRD. Aon will:

- Develop and execute action plans linking to the Engagement Survey results
- Provide consulting and best practices around the finalization of the PANYNJ vision, mission, and employee value proposition
- Provide content coaching and quality reviews regarding HR, employee, and executive communication initiatives
- Provide catalyst training for engagement and culture
- Provide analysis and execution of necessary micro-engagement strategies for anomaly, high-risk and critical employee groups and/or locations
- Measure shifts in culture, employee behaviors, and overall engagement

II. Cost

Initiative C: Change and Communication

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Senior Vice President I	\$481.95	500	\$240,975	GSA; November 27, 2002- November 26, 2017	\$481.95
Communication Vice President	\$413.59	500	\$206,795	GSA; November 27, 2002- November 26, 2017	\$413.59

Total estimated cost for Initiative C: \$447,770



D. Project Management

I. Work Approach

Aon will perform the services requested in the Solicitation. Aon's work approach will be as follows:

Project Management Support

- Build out Integrated work plan
 - Facilitate preparation of the work plan
 - Facilitate internal review and discussion of the work plan, and discussion around interdependencies
 - Conduct workshop around integrated work plan
 - Circulate final work plan to HRD for review and incorporation of HRD input
- Provide ongoing project management support
 - Weekly review of key activities
 - Conduct internal reviews within Aon work stream leaders
 - Conduct weekly meetings with joint work stream leaders (Aon and PANYNJ)
 - Conduct weekly updates with the Chief of Human Capital (Project Sponsor)
- Conduct monthly integrated meetings
 - Design and facilitate monthly half-day meetings with all work stream leaders to ensure discussions on interdependencies across all work streams and updates on key accomplishments. Discuss potential risks emerging from implementation of work streams and jointly develop mitigation plans
- HR Strategy design
 - Design and conduct a business work plan review meeting every October of the term of the Contract, to cull out strategic business needs and frame a long-term HR strategy
 - Facilitate a meeting with the HR executive team to develop a plan of key initiatives on an annual basis
- Work with HR executive team on HR governance processes
 - Design agenda and facilitate executive meetings

Deliverables

- Updated and finalized integrated work plan
- Integration of all work streams in the work plan
- Monitoring and updating of key deliverables required by the work plan



- Participation in key project management meetings to review deliverables and milestones. Engage in a discussion around possible risks and conflicts around project implementation
- Work jointly with the PANYNJ HRD team in reviewing risks, discussing potential solutions, and developing mitigation strategies

II. Cost

Initiative D: Project Management

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President	\$413.59	216	\$89,335.44	GSA; November 27, 2002- November 26, 2017	\$413.59

Total estimated cost for Initiative D: \$89,335.44

E. Service Delivery Infrastructure and HR Capability Building

Aon will perform the services requested in the solicitation. Aon's work approach will be as follows:

I. Work Approach

Step 1: Training Support

- Design and customization of the following training sessions
 - Business Acumen
 - Talent Management and Engagement
 - Diversity and Inclusion
 - Project Management
- Facilitate training sessions
- Conduct a debrief; hand over materials to PANYNJ
- Identify key needs for HR capability building emerging from HR transformation work
- Design and facilitate at least 8 to 10 training sessions targeted at HR capability building, e.g., Trusted Advisor, calibration support, performance management
- Provide ongoing sharing of leading practices, emerging thinking, white papers, and other sources of HR knowledge and domain expertise
- Design approaches and processes (e.g., stewardship meetings, etc.) to sustain a learning culture within HRD at PANYNJ



Deliverables

- Design and customization of training material and course content
- Facilitation of at least 8 to 10 training sessions
- Provide a Train-the-trainer course to PANYNJ staff

Step 2: Assessment and Design of Key Recommendations for Service Center

- Meetings to review current infrastructure and processes underlying the HR service delivery
- Develop detailed recommendations around key opportunities for improvement
- Meetings onsite to review recommendations and develop an action plan
- Ongoing content coaching for the duration of the assessment

Deliverables

- Identification of risk areas with mitigation strategies
- Actionable recommendations
- 30-, 90-, 365-day implementation plan

Step 3: Call Guide Development Support

- Finalize Call Guide Template
- Produce first set of call guides
 - Facilitate internal review and handoff of the call guide content with the Centers of Excellence and other stakeholders to solicit their input
 - Test usability by capturing tester feedback and advise team on adjustments
- Support call guide deployment as the subject matter expert ("SME") and assist with refinement based on deployment results

Deliverables

- First set of call guides—Finalized and deployed to HRSD
- Support for additional call guide development groups as deemed necessary

Step 4: Process Design/SOP Development

- Conduct standard operating procedures ("SOP") development workshop/kickoff
 - Co-facilitate with the service delivery team
 - Advise on key project activities/next steps
- Provide sample templates for SOPs; finalize formats



- Produce four sets of SOPs and review each set of drafts for usability, content, format
 - Test usability by capturing tester feedback and advise team on adjustments
- Support call guide deployment as SME and assist with refinement based on deployment results

Deliverables

- Four sets of SOPs—Finalized and deployed to service delivery team ("HRSD") within HRD
- Support for additional Call Guide development groups as deemed necessary by PANYNJ

Step 5: Implement HRSD Workforce Management Concepts

- Deploy Work Intake Process
 - Assist HRSD manager in introducing process
 - Act as SME in initial post deployment phase
- Assess Impact on staffing/delivery model
 - Advise on necessary staff adjustments or service delivery model for new work
- Change Management: Assist with stakeholder communications

Deliverables

- Work Intake Process—Successfully deployed
 - New work delivered according to plan and customer expectations

Step 6: Staffing and Scheduling

- Support and advise service delivery team on deploying Smart Schedule, i.e., workforce management and staffing tool through initial training
 - Provide support on adjustments or issues team may encounter in initial deployment

Deliverables

- Successful deployment of ongoing development and use of a Smart Schedule by the service delivery team to ensure optimal utilization of staff

Step 7: Metrics/Service Level Agreement Management

- Develop reporting template
 - Provide internal/external examples (Service Delivery report)
- Implement usage of metrics
 - Recommend efficiency and effectiveness metrics based on leading practices



- Work together to develop reporting templates
- Advise HRSD management on content for HR leader reporting

Deliverables

- Design of Basic SLA Metrics
- Deployment support

Step 8: Customer Satisfaction Survey Implementation

- Explore survey options
 - Advise, and review administration options (email, phone, vendor provided)
- Develop survey questions
 - Provide sample survey questions
- Recommend survey testing

Deliverables

- Customer Satisfaction Survey—Deployed successfully

Step 9: Quality Assurance

- Review scope of operations of Service Delivery and establish routine/expectations of each service delivery team
- Establish standards for call quality and compare performance to actual standards
- Design standards for transaction quality and key control points jointly with the HR Service delivery staff teams
- Conduct regular transactional, off-phone work spot audits, identify issues and challenges, and devise solutions to address them
- Provide ongoing support and lead implementation of specific tasks related to the quality review of the foregoing activities
- Provide ongoing consultation support on issues identified by HRD



II. Cost

Initiative E: Service Delivery Infrastructure and Capability Building (Step 1)

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President I	\$413.59	36	\$14,889.24	GSA; November 27, 2002- November 26, 2017	\$413.59
TSC Senior Consultant III	\$289.69	51	\$14,774.19	GSA; November 27, 2002- November 26, 2017	\$289.69

Total estimated cost for Initiative E (Step 1): \$29,663.43

Initiative E: Service Delivery Infrastructure and Capability Building (Steps 2 - 8)

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President I	\$413.59	200	\$87,718	GSA; November 27, 2002- November 26, 2017	\$413.59
TSC Vice President II	\$362.11	150	\$54,316.50	GSA; November 27, 2002- November 26, 2017	\$362.11

Total estimated cost for Initiative E (Steps 2 - 8): \$137,034.50

F. Recruitment Process Reorganization

I. Work Approach

Aon will perform the services requested in the solicitation. Aon's work approach will be as follows:

Phase 1: Data Collection

- Gather data on recruiting staff, roles, recruiting volumes
- Review recruiting metrics (staffing, operational). Examples: Recruiting FTE Ratio, Time to Fill
- Review existing documentation on process documentation (if any)

Deliverables

- Development of an executive report on current challenges and future focus areas



Phase 2: Process Redesign Workshops

- Categorize recruiting processes—Executive, professional, operations, and maintenance (internal and external)
- Conduct 4-hour process assessment and redesign workshops for each recruiting process (at least 6 to 8 workshops, including review of documentation)
 - Review and assess process flows, procedures, to develop an understanding of current workflow and opportunities for improvement
 - Understand usage of technology, and identify opportunities to automate further enhance effectiveness
 - Identify bottlenecks impacting cycle times
- Meet with SMEs to understand what is driving results and possible barriers to improved productivity
- Leverage leading practices in recruiting and incorporate into future state design

Phase III: Strategic Workforce Planning

- Develop tools and templates to launch workforce planning within PANYNJ
- Support a pilot launch through one line of business within PANYNJ
- Aon to transfer knowledge and skills to support the implementation of this process
- Support PANYNJ talent Acquisition team in design a forecasting plan and a sourcing strategy

Deliverables

- Recommendations on redesign of recruiting processes from an efficiency and effectiveness perspective by incorporating leading industry practices around recruiting
- Strategic workforce plan for one Line of Business
- Sourcing Strategy tools and templates



II. Cost

Initiative F: Recruiting Process Reorganization

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Senior Vice President I	\$481.95	12	\$5,783.40	GSA; November 27, 2002-November 26, 2017	\$481.95
Communication Vice President I	\$413.59	175	\$72,378.25	GSA; November 27, 2002-November 26, 2017	\$413.59

Total estimated cost for Initiative F: \$78,161.65

G. Develop and Help Implement a Total Rewards Strategy

Aon will perform the services requested in the solicitation. Aon's work approach will be as follows:

I. Work Approach

Phase 1: Current State—Gather and Review Data

- Inventory current total rewards ("TR") programs
- Prepare a current state assessment of Port Authority total reward programs—Current policies/practices, usage, cost, program benchmarking, engagement survey data
- Perform gap analysis—Identify current gaps and low hanging fruit opportunities; What do we have that we could improve, communicate better
- Review assessment and initial opportunities with leaders in HRD

Phase 2: Define TR Strategy

- Confirm key TR objectives with leaders in HRD and key stakeholders at PANYNJ
- Define total rewards strategy statement and guiding principles, aligned to business and HRD strategy
- Gather input from HRD, key PANYNJ executives, and stakeholders, (e.g., catalysts) on TR strategy



Phase 3: Employee Listening To Inform Communications/Engagement Strategy

- Work with HRD to develop employee listening focus group strategy
- Design rewards specific questions for focus groups—Most valued elements for various employee profiles; satisfaction versus understanding of rewards, how to effectively communicate the value of the TR package to various cohorts
- Two days of focus groups—8 groups
- Prepare summary of findings and integrate into Current State Assessment and Total Rewards Strategy report

Phase 4: Identify Opportunities for Improvement

- Work with program owners on recommendations on program improvements
- Develop tactical communication strategies to build understanding of the total rewards package within PANYNJ and an appreciation of the employer value proposition

Phase 5: Implement New TR Programs

- Build implementation plan—Identify, select, develop, and implement new programs
- Make recommendations to HRD Leadership, how it ties into business/HRD goals and objectives, how we will measure success

II. Cost

Initiative G: Develop and Help Implement a Total Rewards Strategy

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President I	\$413.59	97	\$40,118.23	GSA; November 27, 2002- November 26, 2017	\$413.59

Total estimated cost for Initiative G: \$40,118.23

H. HRD Metrics

Aon will perform the services requested in the solicitation. Aon's work approach will be as follows:

I. **Work Approach**

- Identify metrics and develop definitions



- Develop excel tools and report templates for the metrics
- Develop a mock-up executive report, incorporate reporting and insight on metrics identified
- Review and refinement of the scorecard (2 iterations)

Deliverables

- Definition of HR Metrics
- Executive report

II. Cost

Initiative H: HRD Metrics

Personnel Title	Proposed Hourly Rate	Proposed Number of Hours	Total Estimated Proposed Cost	Govt. Contract used as basis of Hourly Rate; term of Govt. Contract (commencement and expiration dates)	Govt. Contract Rate
Communication Vice President I	\$413.59	20.15	\$8,333.73	GSA; November 27, 2002- November 26, 2017	\$413.59
TSC Consultant I	\$241.40	34.52	\$8,333.13	GSA; November 27, 2002- November 26, 2017	\$241.40
TSC Consultant II	\$241.40	34.52	\$8,333.13	GSA; November 27, 2002- November 26, 2017	\$241.40

Total estimated cost for Initiative H: \$25,000.09

Terms and Conditions

Aon accepts that, except as modified in the Solicitation or herein, the terms and conditions of P.A. Agreement HRD-08-001 shall apply to the work set forth in the Solicitation and herein. Notwithstanding the foregoing, Aon and the Port Authority agree that the terms of the attached Contractor Certification (executed October 23, 2012) shall apply to the work set forth herein and shall control over any conflicting terms in such Agreement.

Pricing Methodology

Aon has developed its pricing by following the billing rates specified in the GSA; November 27, 2002 - November 26, 2017. Aon would like to recognize the long-term relationship with the Port Authority and has chosen billing rates from the schedule, that are a level below the actual level of the Aon consultants deployed on the engagement (i.e., further discounting the billing rates). The saving to PANYNJ varies from \$83 per hour to \$51 per hour aggregating to a discount of approximately \$179,180.49.



Expenses

1. Aon agrees to the following clause governing expenses incurred in the performance of the Contract:

"Out-of-pocket expense(s), approved in advance by the Port Authority, necessarily and reasonably incurred, and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

The Authority will not pay for expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement, out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant will be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the United States General Services Administration— <http://www.gsa.gov/portal/content/100715>) per mile traveled by auto.

General Services Administration (GSA) Domestic Rates:
<http://www.gsa.gov/portal/category/21287>

"You shall obtain the Port Authority's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips that are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and shall provide said receipts with the appropriate billing".



Mr. James Summerville

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September 4, 2013

Invoicing

We will invoice PANYNJ monthly based on the progress of the project. Payment is due within 30 days of the invoice date. We ask that PANYNJ kindly notify Aon promptly of any questions regarding invoices so that Aon can expect timely payment.

Sincerely,

Aon Consulting

Tom Failor
General Counsel

cc: Ms. Kris Drew, Aon
Ms. Usha Mirchandani, Aon

Reviewed and accepted this _____ day of _____, 2013

By

(typed name)

Port Authority of New York and New Jersey

THE PORT AUTHORITY OF NY & NJ
CONTRACTOR CERTIFICATION
AON CORPORATION

Whereas, The Port Authority of New York and New Jersey (the "Port Authority") is a municipal corporate entity and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and, between the two States, and thereafter, consented to by the Congress of the United States, to develop transportation, terminals, and other facilities of commerce within the statutorily defined Port District, which has its Executive Offices at 225 Park Avenue South, New York, N.Y. 10003; and,

Whereas, at the present time, pursuant to the 1921 Compact and subsequent bi-state amendatory and supplementary legislation, the Port Authority owns and/or operates forty (40) such facilities; and,

Whereas, the Port Authority is committed to protecting the public interest against fraud, waste, and abuse in all of its projects or operations, and in all of its contracts and subcontracts (including sub-subcontracts and other contracts thereunder) entered into in order to effectuate such projects or operations (hereinafter referred to collectively as "Port Authority contracts and/or subcontracts"); and,

Whereas, Aon Corporation ("Aon Corp." or "The Company")¹ is a public multinational corporation headquartered in London, United Kingdom, having a global office and place of business at 200 East Randolph Street, Chicago, IL 60601; and,

Whereas, certain information has come to the attention of the Port Authority to cause the Port Authority to review Aon Corp.'s background in order to determine whether the public interest is served by allowing Aon Corp. to continue to perform as a contractor on Port Authority contracts for various insurance and risk-related services (the "Contracts"), and to be considered for future Port Authority contracts and/or subcontracts. Specifically, on December 20, 2011, Aon Corp. entered into a Non-Prosecution Agreement with the United States Department of Justice, Criminal Division. Aon Corp. failed to disclose the Non-Prosecution Agreement in its previous Port Authority bid and contract documents, specifically in response to the Port Authority's Certification of No Investigation, Indictment, Conviction, Suspension....Disclosure form; and,

Whereas, this Certification is made for the express purpose of inducing the Port Authority to allow Aon Corp. to continue to perform as a contractor on the Port Authority Contracts, and to be considered for future Port Authority contracts and/or subcontracts; and,

¹ References to, and obligations by, Aon Corp. in this Certification also include subsidiaries of Aon Corp. which have had contracts with the Port Authority, including, but not limited to: Aon Consulting, Inc., Aon Risk Services, Aon Group, Aon Global Risk Consulting, etc.

Now, therefore, the following representations and covenants are hereby made by the undersigned on behalf of Aon Corp.:

1. As to Aon Corp.:

- a. Neither Aon Corp. nor any of its Key People², in the past five years or present, have been a target, subject, or involved in any government investigation regarding Aon Corp.'s violation of applicable laws involving or relating to allegations of lack of honesty or business integrity, whether of a criminal, civil, or administrative nature, except as disclosed in public filings with the Securities and Exchange Commission ("SEC"), such as the 2012 10-K, which included descriptions of settlement agreements in 2011 with the Department of Justice and the SEC, and a 2009 settlement with the United Kingdom ("U.K.") Financial Services Authority by Aon Limited, Aon Corp.'s principal U.K. brokerage affiliate.
- b. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument.
- c. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been served with a subpoena, request for records and/or information, or other process conducted by any law enforcement agency or Grand Jury specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature.
- d. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been notified of being the subject of court-ordered electronic surveillance.
- e. Neither Aon Corp. nor any of its Key People, directly or indirectly, have offered, given or agreed to give, or received or agreed to receive, any money, or any other benefit, to or from any, officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Aon Corp.'s business or for the benefit of Aon Corp.

² References to "Key People" throughout this Certification, unless otherwise stated, shall be limited to the Key People of Aon Corp., and include, but are not limited to: partners; directors; executive officers of Aon plc; shareholders of ten percent (10%) or more of The Company's issued stock; including owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights, etc.) that can be converted to stock so that, if exercised, would constitute ten percent (10%) of The Company's issued stock; any group, individual and/or entity with the right to acquire ownership of an amount of The Company's stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which, if combined with the current holdings of such group, individual and/or entity, would constitute ten percent (10%) or more of the outstanding stock; each manager or individual participating in overall policy-making or overall financial decisions for The Company; and each person in a position to control and/or direct The Company's overall operations.

- f. Neither Aon Corp. nor its Key People, directly or indirectly, will offer, give or agree to give, or receive or agree to receive, any money, or any other benefit, to or from an officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Aon Corp.'s business or for the benefit of Aon Corp.
2. Aon Corp. shall report immediately to the Port Authority Office of Inspector General ("OIG") if it becomes aware that a representation in this Certification is false and/or inaccurate.
3. Aon Corp. agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Aon Corp.'s Key People become aware that Aon Corp. and/or any of its Key People are:
 - a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument; or,
 - b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes; or,
 - c. party to a non-prosecution agreement, deferred prosecution agreement, or a consent decree, or are otherwise granted immunity from prosecution; or,
 - d. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature, and whether or not Aon Corp. and/or said Key People are notified, are in-fact, or otherwise believed to be, the subject or target of any such investigation.
4. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, within five (5) business days in the event that any of Aon Corp.'s Key People become aware that any of Aon Corp.'s employees or agents³ who are working, or have ever worked, on any government contract or subcontract are:
 - a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,
 - b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes, specifically involving or relating to allegations of a lack

³ For purposes of this Certification, an "agent" is defined as any entity or person acting on behalf of or for the benefit of Aon Corp., including, but not limited to, expeditors.

of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,

- c. subpoenaed by any government agency, official, and/or employee in connection with any investigation, specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature, and whether or not the employee or agent is notified, is in fact, or otherwise believed to be, the subject or target of any such investigation.

5. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, within five (5) business days in the event that any of Aon Corp.'s Key People become aware that:

- a. any of Aon Corp.'s Key People, or employees or agents offer or agree to give any money, gratuity, or any other benefit to a contractor or subcontractor, public official or servant, or labor official for a purpose that is corrupt, or suspected of being corrupt; or,
- b. any of Aon Corp.'s Key People, or employees or agents are solicited by any contractor or subcontractor, public official or servant, or labor official to give any money, gratuity, or any other benefit for a purpose that is corrupt, or suspected of being corrupt; or,
- c. any of Aon Corp.'s Key People, or employees or agents make, or attempt to make, any agreement, or participate in, or attempt to participate in, any scheme, to rig bids, restrain trade by collusion or unfair trade or labor practices, or otherwise prevent the lowest responsible bidder from obtaining a contract; or,
- d. any person associated, or suspected of being associated, with Organized Crime has asserted, or attempted to assert, any influence over or established or maintained any relationship with Aon Corp.; or any entity or person with any role in the ownership or operation of Aon Corp.

6. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, the following occurrences which are brought to the attention of any of Aon Corp.'s Key People, involving a lack of honesty or business integrity or unethical business activity arising out of or in direct connection with Aon Corp.'s operations on any government contract or subcontract:

- a. any criminal activity on the part of Aon Corp.'s Key People, employees, agents, subcontractors, suppliers or vendors;
- b. any criminal activity on the part of any Port Authority or other governmental agency employees, officers, or agents; and,

c. any criminal activity on the part of any labor officials.

7. Aon Corp. understands and acknowledges that this Certification, subject to its expiration in accordance with Paragraph 13 below, shall be incorporated into and be deemed a part of the Port Authority Contracts, and all contracts hereafter awarded to Aon Corp. by the Port Authority and shall be applicable to all subcontracts hereafter approved by the Port Authority, and that notwithstanding any conflicting provisions contained in any such contracts and/or subcontracts, this Certification takes precedence over such provisions. Aon Corp. further understands and acknowledges that any false representation as to any material item contained herein or any material violation of any of the representations or covenants set forth herein may be deemed by the Port Authority to constitute a material breach of, and default under, all Aon Corp. contracts with the Port Authority and all subcontracts approved by the Port Authority. Should the Port Authority become aware of what it believes to be a material breach, the Port Authority agrees that it will provide notice of the alleged material breach to Aon Corp., and that Aon Corp. will have thirty (30) days to respond in writing and to cure the violation that is alleged to constitute a material breach. If, after the notice and response period, the Port Authority determines that there has been a material breach, and that the material breach has not been cured, the Port Authority may, at its election, immediately terminate any or all of such Contracts and rescind its approval of such subcontracts with the effect that Aon Corp. shall not be permitted to continue as a contractor or subcontractor.

8. In the event that the Port Authority determines that Aon Corp. has failed to meet the terms of this Certification, or Aon Corp. or any of its Key People are arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, the Port Authority, at its sole discretion, may require Aon Corp., at its own expense, to retain an Integrity Monitor, to be selected by the Port Authority, acting through the OIG, to monitor Aon Corp.'s activities, institute procedures and conduct internal inquiries, in a manner to be negotiated and mutually agreed upon by the Port Authority and Aon Corp..

9. Aon Corp. further understands that the Port Authority has the right to consider The Company's responsibility status in the future and, in conformity with all applicable Port Authority regulatory due process requirements to which The Company would otherwise be entitled, and to find it, to be a non-responsible bidder, in the event the facts should warrant such action.

10. Aon Corp. hereby authorizes and grants the Port Authority, including its OIG and their Integrity Monitors (separate and apart from the Integrity Monitor described in Paragraph 8 of this Certification), the right to audit and/or investigate, as may be reasonable or appropriate, to ensure compliance by Aon Corp. and its Key People with the terms and conditions of this Certification. Aon Corp. further agrees that it will cooperate fully and completely with the Port Authority, including its OIG and their Integrity Monitors, during and in connection with any such audits and/or investigations. Whereby such cooperation shall include, but is not limited to, granting the Port Authority,

including its OIG and their Integrity Monitors, the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, that are related to any Port Authority project, and that are in the possession or control of Aon Corp., its subsidiary and/or affiliated companies, and/or any other company directly or indirectly controlled by Aon Corp., its shareholders, or Key People. Pursuant to this Paragraph, Aon Corp. shall also use its best efforts to assist the Port Authority, including its OIG and their Integrity Monitors, in obtaining access to, interviews with, and information from, former, current, and future persons employed or retained by Aon Corp., including, but not limited to, Key People, employees, and agents.

11. Aon Corp. has implemented an extensive Ethics Compliance Program. The components of this Ethics Compliance Program include a Code of Conduct, a Client Event, Entertainment, Meals and Gift Policy (a copy of which has been provided to the Port Authority), the designation of a Compliance Officer, a reporting Hotline, and other associated ethics functions, as needed. The Port Authority OIG has the right to review all components of the Ethics Compliance Program to the extent the information is not privileged and confidential.

12. Aon Corp will prohibit any of its Key People, employees, or agents from offering and/or giving anything of value (including, but not limited to, money, meals, gifts, gratuities or transportation) to any employee or official of the Port Authority.

13. The undersigned declares and certifies that the foregoing information is true and complete, to the best of his/her knowledge, and that the representations and covenants made herein will be strictly adhered to for the duration of the Port Authority Contracts, and any contracts and/or subcontracts that may hereafter be awarded Aon Corp. by the Port Authority, provided, however, that the above-referenced covenants shall expire two (2) years after the date of execution of this Certification.

A false representation or violation of any of the above undertakings or covenants made in connection with this Certification may prevent Aon Corp. and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements with the Port Authority. In addition, such false representation or violation may subject Aon Corp. and the undersigned to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), New Jersey Code of Criminal Justice Title 2C:28-3 (Unsworn Falsification to Authorities), and/or Title 18 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

Aon Corporation

Dated: October 23, 2012

By: _____

R. Padman

Vice President

Title

STATE OF ILLINOIS)

SS:

COUNTY OF COOK)

Ram Padmanbhan, being duly sworn, deposes and says that he/she is the ^{Vice} President of Aon Corp., and that, to the best of his/her knowledge, the information provided herein is true and sufficiently complete so as not to be misleading; and that she has been properly authorized by Aon Corp. to sign this Certification, on its behalf.

Subscribed and sworn to before
me this 23rd day of October 2012

Nancy Jean Kras
Notary Public



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #COM-13-001
May 22, 2013

Lillian D. Valenti
Director, Procurement

Aon Consulting, Inc. (Branded as Aon Hewitt)
400 Atrium Drive,
5th Floor South
Somerset, NJ 08854

CONFORMED

Attention: James Christ, Vice President

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ACTUARIAL SERVICES FOR THE VALUATION OF PORT AUTHORITY AND PATH OTHER POST-EMPLOYMENT BENEFITS AND PATH EXEMPT EMPLOYEE PENSION BENEFITS

Dear Mr. Christ:

1. The Port Authority of New York and New Jersey ("Authority") hereby offers to retain Aon Consulting, Inc. ("the Consultant" or "you") to provide expert professional services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, from July 1, 2013 through June 30, 2016.

The Authority shall have the unilateral right to extend the term of this Agreement for up to two (2) additional one (1) year periods, upon the same terms, conditions. Unless otherwise agreed to by the Authority, pricing for each annual option shall be in accordance with the pricing schedule attached hereto as Exhibit B. The Authority will send written notification of the extension to the Firm at least thirty days prior to expiration of the current term, or existing extension, that the Agreement shall be extended.

2. This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein and hereafter, the "Director" means the Authority's Director, Comptroller Department, acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in him unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Director has designated Philip Caffrey, Manager, Financial Accounting & Reporting, Comptroller Department to act as his duly authorized representative. The Project Manager for this project is Victor Chavez, Senior Accounting Supervisor, who can be reached at (201) 216-6567, or e-mail address vchavez@panynj.gov.

3. Your services shall be performed as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of all your services under this Agreement.

*2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477*

THE PORT AUTHORITY OF NY & NJ

AON CONSULTING, INC.

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4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services as if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Director personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Director in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Director. The Director may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Director, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of its responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the amount of \$152,500 (One Hundred Fifty-two Thousand Five Hundred Dollars) unless you are specifically authorized in writing to so continue by the Director. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to the above amount as a minimum compensation.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C and D below, subject to the limits on compensation and the provisions set forth in paragraph 6 above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. For time work the Consultant shall be compensated at an amount equal to the actual salaries paid by you to professional and technical personnel (including partners or principals) for time actually spent by them in the performance of services hereunder; times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. No hour of services by an employee shall be compensable hereunder unless the employee is actually paid by you for such services at his/her usual salary rate. The hourly billing rate for each employee is the amount to be paid to you and is full compensation for all benefits, taxes, etc., paid by you. There shall be no change in the billing rates during the first year of the term of this Agreement and no additional compensation for overtime, weekend, or holiday work. Attached hereto is a schedule of names,

titles and corresponding hourly billing rates. Clearly indicate if any of the employees, proposed by you to perform the requested services, are former Authority employees. Said schedule shall be the basis for determining compensation, subject to audit and shall be updated by you in writing as required until your services under this Agreement are completed. The Authority reserves the right of approval of all personnel and billing rates for said personnel performing services under this Agreement. For compensation purposes under this Agreement, no such salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Director has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Consultant shall verify that its employees working under this Agreement are legally present and authorized to work in the United States, as per the federally required I-9 Program. Furthermore, upon request of the Authority, the Consultant shall furnish, or provide access to the Authority, federal Form I-9 (Employment Eligibility Verification) for each individual hired by the Consultant, performing services hereunder. This includes citizens and noncitizens.

When requesting salary or billing rate adjustments for one (1) or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement that has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase only if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are in a) accordance with the program of periodic merit and cost of living increases normally administered by it, b) are warranted by increased costs of providing services under this Agreement, c) are based upon increases in salaries and billing rates that are generally applicable to all of Consultant's clients and d) are in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during the term of the Agreement, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall in all cases be finally determined by the Director or his designee, in their sole and absolute discretion.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to be in accordance with the Consultant's normal business practice and have been authorized in advance by the Director in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 (one thousand dollars) per occasion. Payments above said total amount shall be subject to the prior written authorization of the Director. Such premium payments to supervisory employees, who do not

receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

C. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Director of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform his services, as part of any request for approval of the subconsultant.

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Director, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for mailing and delivery charges for submittal of drawings, specifications and reports; long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above the Authority will pay an amount approved in advance by the Director and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The expenses do not include amounts that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate, as determined by the General Services Administration (GSA) - <http://www.gsa.gov/portal/content/100715>, per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advance in writing by the Director. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the GSA for that locality.

GSA Domestic Rates: <http://www.gsa.gov/portal/category/21287>

You shall obtain the Director's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 (one thousand dollars) per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 (twenty five dollars) with receipted bills and provide said receipts with the appropriate billing.

E. As used herein:

"Port District" is an area comprised of about 1,500 (one thousand five hundred) square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 (two hundred) other municipalities, including all or part of seventeen counties, in the two States.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to architects, engineers, designers, drafters or other professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records which have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the rates referred to in subparagraph A above.

8. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one (1) year after completion of services to be performed under this Agreement.

9. On or about the fifteenth (15th) day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Director. Upon receipt of the foregoing, the Director will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you the Authority shall, within fifteen

THE PORT AUTHORITY OF NY & NJ

AON CONSULTING, INC.

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(15) days after receipt of such certification by the Director, advance to you by check the sum certified minus all prior payments to you for your account.

10. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Director through the date of termination, minus all prior payments to you.

11. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Director. Such approval may be withheld, if for any reason the Director believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Director, provided, however that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Director.

13. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Director shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Originals of estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to

use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. You shall promptly and fully inform the Director in writing of any intellectual property disputes, as well as patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

18. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Director. All persons

to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

19. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent (51%) owned by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one (1) or more members of one (1) or more minority groups; and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent (51%) owned by one (1) or more women; or, in the case of a publicly held corporation, 51 percent (51%) of the stock of which is owned by one (1) or more women; and whose management and daily business operations are controlled by one (1) or more women who are citizens or permanent resident aliens. "Minority group" means any of the following racial or ethnic groups:

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of 12 percent (12%) participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

In order to facilitate the meeting of this goal, the Consultant shall use every good-faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms which is available to you at <http://www.panynj.gov/business-opportunities/supplier-diversity.html>. The Consultant will be required to submit to the Authority's Office of Business Diversity and Civil Rights for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has the responsibility of ensuring safe, reliable, and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security sites, and facilities (including rental spaces) to any person that declines to abide by Authority security procedures and protocols, any person with a criminal record with respect to certain crimes, or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Consultant/Subconsultant identity checks and background screening

The Consultant may be required to have its staff, and any subconsultant's staff, visitors, or others over whom the Consultant/subconsultant has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Consultant and subconsultant may also be required to use an organization designated by the Authority to perform the background checks.

The Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one (1) having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial, or iris scanning.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers is located at <http://www.secureworker.com>, or S.W.A.C. can be contacted directly at (877) 522-7922 for more information and the latest pricing. If approved by the Project Manager, the cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Consultant (and its subconsultants) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

No person shall be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the Authority requires facility-specific identification credential for the Consultant

and the subconsultant's staff, the Authority will supply such identification at no cost to the Consultant or its subconsultants. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Consultant or subconsultant to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Consultant or subconsultant shall be billed for the cost of the replacement identification credential. Staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working, or leaving an Authority construction site or facility.

Staff may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, non-laminated social security card for identify and SSN verification.

- Designated Secure Areas

Services under the Agreement may be required in designated secure areas, as the same may be designated by the Authority ("Secure Areas"). The Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel. All personnel that require access to designated secure areas who are not under escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Consultant shall notify the Project Manager. The Consultant shall conform to the procedures as may be established by the Project Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Consultant shall request a description from the Project Manager of the Secure Areas, which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Project Manager during the term of the Contract.

- Access control, inspection, and monitoring by security guards

The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection, and monitoring by Port Authority Police or Authority retained consultant security guards. However, this provision shall not relieve the Consultant of its responsibility to secure its equipment and work and that of its subconsultant's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Consultant, subconsultant, or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Agreement, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording, or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Agreement may require access to Authority information considered Confidential Information ("CI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of February, 2009, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of CI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Authority or when released by the Authority to outside entities. The Handbook can be obtained upon request or at: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>

Audits for Compliance with Security Requirements

The Authority may conduct random or scheduled examinations of business practices under this section and the Handbook in order to assess the extent of compliance with security requirements, Confidential Information procedures, protocols, and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

At the direction of the Authority, you shall be required to have your employees, subconsultants and their employees execute Authority approved non-disclosure agreements.

21. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk of loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event the Consultant shall not without obtaining express advance permission from the General Counsel of the Authority raise

any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The Consultant's liability under this Agreement, shall be limited to five (5) times the amount of fees payable under the Agreement. However, this limitation shall not apply to (i) fraud or willful or criminal misconduct, (ii) any breach of our confidentiality obligations, (iii) any losses arising from an infringing work product or deliverable, and (iv) property damage or personal injury.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, except as expressly set forth herein, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

**22. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST),
INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION
AND DISCLOSURE OF OTHER INFORMATION**

Aon Corporation executed a Contractor Certification dated October 23, 2012 at the request of the Port Authority of New York and New Jersey, which is attached hereto as Exhibit A. The representations and warranties made by Aon Corporation in the Contractor Certification apply to all Aon entities that contract with the Port Authority, including Aon Consulting, Inc. The Contractor Certification has an ongoing continuous disclosure requirement that requires Aon Corporation to report immediately to the Port Authority Office of Inspector General if it becomes aware that a representation in this certification is false and/or inaccurate. Aon hereby confirms the accuracy of the representations made within the Contractor Certification as of the date hereof.

23. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION, CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT OR OTHER FEES

Other than those matters addressed in Exhibit A, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

A. the prices in its proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;

B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the Authority) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency;

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The foregoing certifications, shall be deemed to be made by the Consultant as follows:

* if the Consultant is a corporation, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each parent, affiliate,

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director, and officer of the Consultant, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Consultant with an ownership interest in excess of 10%;

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant (or authorized through a valid delegation of authority issued by the Board of Directors), and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "23G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that

the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, or might require disclosure.

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority. Furthermore, the Consultant selected for performance of the subject services shall immediately notify the Authority in writing, at any time during the term of the Agreement, of any change of circumstances which might, under this clause, make it unable to make the foregoing certifications, or might require disclosure.

24. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

25. NO GIFTS OR GRATUITIES

During the term of this Agreement, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the

performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

The Consultant shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

26. NON-DISCLOSURE/CONFIDENTIALITY, OFFERS OF EMPLOYMENT

During the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Director, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

27. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or

if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Director, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements, which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 22 to 27 above, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Consultant by whatever titles known.

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Parent - An individual, partnership, joint venture or corporation which owns more than fifty percent of the voting stock of the Consultant.

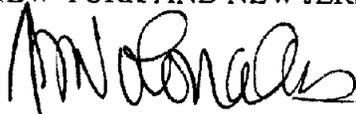
29. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

30. No Commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

31. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY



Lillian D. Valenti
Director
Procurement Department

8
Date 6/13/13

ACCEPTED:

AON CONSULTING, INC.
(Branded as Aon Hewitt)

By: Baiyer

Title: VP-Legal

Date: 6-3-13

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL ACTUARIAL VALUATION SERVICES OF OTHER POST EMPLOYMENT BENEFITS

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Authority") is a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Port Authority Trans-Hudson Corporation (PATH) is a related entity of the Authority. PATH is a heavy rail rapid transit system, operating 24 hours a day, seven days a week, and serves as a critical link in the New York - New Jersey transportation network. The New York-New Jersey Metropolitan region ranks as the most mass transit-dependent region in the United States. PATH also serves as a catalyst for regional economic development due to the location of its thirteen stations and terminals within the high-density urban commercial and residential cores of Newark, Jersey City, Hoboken and Manhattan.

The Authority and PATH (herein referred to collectively as "the Authority") provide certain group health care, prescription, dental, vision and term life insurance benefits for active and retired employees of the Authority as well as for their eligible dependents and survivors of active and retired employees (hereinafter referred to collectively as "participants") commonly referred to as "other post-employment benefits" or OPEB. Contributions toward the costs of some of these benefits are required of certain participants. These contributions generally range from 0.75% to 100% of the Authority's cost of the benefit and depend on a number of factors, including status of the participant (active employee, retiree or dependent), type of benefit, hire date, years of service, and retirement date. Benefits are provided through insurance companies whose premiums are based on the benefits paid during the year, or through plans under which benefits are paid directly by the Authority.

Approximately 68% of the Authority's workforce is represented by 24 union groups (13 for Port Authority staff and 11 for PATH staff).

A majority (approximately 99%) of the employees/retirees receiving medical benefits are provided through the United Healthcare Choice Plus Plan. The Major Medical Maximum under the Choice Plus Plan for active employees and retirees is unlimited. Medical benefits

for the remaining employees/retirees are provided through various Health Maintenance Organizations (HMO) or a traditional indemnity plan.

There are five dental plans – three indemnity, a schedule of allowances and a Dental Maintenance Organization (DMO) - with 92.4% of employees/retirees receiving benefits under the traditional indemnity plans with slight variations.

Group Term Life Insurance (GLI) is provided to all active employees based on a multiple of salary and hire date. Group Term Life Insurance is also provided to retirees with varying levels of coverage based on a multiple of salary, date of birth, hire date, retirement date and, where applicable, union agreement. However, a segment of the retiree population exists where the level of coverage is based on a formula including years of service and salary. GLI coverage terminates for certain retirees when they reach the age of 65, at which time they receive life insurance coverage through an Insurance Continuation Plan, which provides for a flat amount of insurance.

Effective for the year ended December 31, 2006, the Authority fully implemented Governmental Accounting Standards Board (GASB) Statement No. 43, *Financial Reporting for Post-employment Benefit Plans Other Than Pensions*, and GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions*. In accordance with these statements, in December 2006 the Authority, established an employee benefits trust, which will provide funding for OPEB.

In addition, in order to make pension benefits for PATH employees not covered by collective bargaining agreements (sometimes referred to as PATH Exempt Employees) generally comparable to those available to Port Authority employees, a non-contributory, single employer, defined benefit governmental pension plan administered by the Port Authority has been established.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing an actuarial valuation of OPEB for the Authority on an annual basis for each of the years 2013, 2014 and 2015. Services include but are not limited to the actuarial calculation of the OPEB liability and annual expense for employee/retiree plans including medical, prescription, dental, vision and life insurance. The OPEB actuarial valuation is to be conducted in accordance with applicable accounting standards, specifically GASB Statements No. 43 and No. 45. In addition, the Consultant shall perform an actuarial valuation of the PATH Exempt Employees Supplemental Pension Plan in accordance with GASB 50. The Consultant shall provide draft and final written reports documenting valuation methodologies, assumptions and results, and incorporating Authority comments as directed, for both the OPEB and PATH Exempt Employees Supplemental Pension Plan valuations.

III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant shall include but are not limited to the following:

TASK A. WORK PLAN

1. Prepare a work plan for the performance of all required tasks hereunder. The work plan shall include the proposed methodology (e.g. entry age, attained age, projected unit credit, etc.); and the actuarial valuation assumptions (e.g. discount rate, health care trend rates, etc.) to be followed by the Consultant; and shall provide for the completion of the

Consultant's annual services no later than July 31st of each year.

2. Submit the work plan in draft form to the Authority for review and comments.
3. Incorporate Authority's comments and resubmit as final within fourteen (14) calendar days of receipt of the Authority's comments. Upon approval of the work plan by the Authority, proceed with performance of the following tasks.

TASK B. ACTUARIAL CALCULATIONS

Perform actuarial calculations for the Authority's OPEB plans based on the following information to be furnished by the Authority:

- Actual expense data
- Participant contributions
- Claim information
- Employee/retiree census data
- Employee Benefits Trust information
- Any other information considered pertinent to the valuation, as directed by the Authority

The actuarial calculations shall encompass all Authority postretirement benefit plans, which include medical, prescription, dental, vision, life insurance, and PATH supplemental pension benefits and shall reflect relevant cost containment/saving initiatives undertaken. The calculations are to be conducted in accordance with applicable accounting standards, specifically GASB Statements No. 43, 45 and No. 50 (including required financial statement disclosures), and shall include but not be limited to:

- the present value of the projected cost of future benefits
- the actuarial accrued liability
- the unfunded actuarial accrued liability
- the annual required contribution
- the net OPEB obligation

TASK C. DRAFT AND FINAL REPORTS

1. Submit a draft comprehensive report for Authority review and comment. Draft reports shall include an executive summary, discussing assumptions, data utilized and results. The report should provide sufficient information to allow the Authority to address the reporting requirements of GASB Statements No. 43 and No. 45 in the Authority's Comprehensive Annual Financial Report.

The report shall include, but is not limited to the following:

- a. the liability and expense by benefit programs for both the Port Authority and PATH;
- b. cost on a per capita basis per employee/retiree;
- c. a description of the calculation and factors used and the derivation of the per capita cost, specifically, how it relates to the medical, prescription, dental and life insurance costs provided by the Authority including a discussion of changes from the prior valuation;
- d. a summary of benefit provisions; and

- e. a five year projection.
2. Within fourteen (14) days of receipt of the Authority's comments, incorporate Authority comments and resubmit the report as final.

TASK D. AS NEEDED TASKS

1. In collaboration with the Authority identify, evaluate and assess potential changes to benefits including but not limited to the Authority's participation as a Medicare Part D PDP.
2. Meet with Authority staff to discuss topics/subjects that affect the OPEB calculations on an as needed basis.
3. Forward presentation materials on subjects to facilitate discussions with Authority staff.
4. Provide support services such as, but not limited to, producing specific requested financial information, extraction of data and reports to the Authority's External Auditors and Internal Audit Staff and/or other consultants as directed by the Authority in the performance of financial, system, security and operational reviews.
5. Support requests related to audits of the service level agreement and administration tasks and functions covered by the contract, if applicable and as required.
6. Assist with the transition to a new service provider to minimize service interruption to the Port Authority at the end of this Agreement.

IV. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$1,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this Agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$1,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include the Authority and its wholly owned entities as additional insureds and shall be specifically endorsed with a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured. Furthermore, the Consultant's insurance shall be primary with respect to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that *"The insurance carrier(s) shall not, without obtaining the express advance permission*

from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

B. Workers' Compensation Insurance:

The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident.

C. Professional Liability Insurance:

Not less than \$2,000,000 each occurrence, covering negligent acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence form or may be written on a claims-made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work under this Agreement, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the Authority Agreement number, compliance with notice of cancellation provisions, and containing a separate express statement of compliance with each of the requirements above set forth to the Project Manager.

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy itself, including the provisions establishing premiums.

2) Renewal certificates of insurance or policies shall be delivered via e-mail to the Authority's Project Manager at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and policy.

3) If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the General Manager shall so direct, the Consultant shall suspend performance of the Agreement. If the Agreement is so suspended, no extension of time shall be due on account thereof. If the Agreement is not suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Consultant to the Authority.

4) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other Agreement.

* * *

Exhibit A

**THE PORT AUTHORITY OF NY & NJ
CONTRACTOR CERTIFICATION
AON CORPORATION**

Whereas, The Port Authority of New York and New Jersey (the "Port Authority") is a municipal corporate entity and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and, between the two States, and thereafter, consented to by the Congress of the United States, to develop transportation, terminals, and other facilities of commerce within the statutorily defined Port District, which has its Executive Offices at 225 Park Avenue South, New York, N.Y. 10003; and,

Whereas, at the present time, pursuant to the 1921 Compact and subsequent bi-state amendatory and supplementary legislation, the Port Authority owns and/or operates forty (40) such facilities; and,

Whereas, the Port Authority is committed to protecting the public interest against fraud, waste, and abuse in all of its projects or operations, and in all of its contracts and subcontracts (including sub-subcontracts and other contracts thereunder) entered into in order to effectuate such projects or operations (hereinafter referred to collectively as "Port Authority contracts and/or subcontracts"); and,

Whereas, Aon Corporation ("Aon Corp." or "The Company")¹ is a public multinational corporation headquartered in London, United Kingdom, having a global office and place of business at 200 East Randolph Street, Chicago, IL 60601; and,

Whereas, certain information has come to the attention of the Port Authority to cause the Port Authority to review Aon Corp.'s background in order to determine whether the public interest is served by allowing Aon Corp. to continue to perform as a contractor on Port Authority contracts for various insurance and risk-related services (the "Contracts"), and to be considered for future Port Authority contracts and/or subcontracts. Specifically, on December 20, 2011, Aon Corp. entered into a Non-Prosecution Agreement with the United States Department of Justice, Criminal Division. Aon Corp. failed to disclose the Non-Prosecution Agreement in its previous Port Authority bid and contract documents, specifically in response to the Port Authority's Certification of No Investigation, Indictment, Conviction, Suspension....Disclosure form; and,

Whereas, this Certification is made for the express purpose of inducing the Port Authority to allow Aon Corp. to continue to perform as a contractor on the Port Authority Contracts, and to be considered for future Port Authority contracts and/or subcontracts; and,

¹ References to, and obligations by, Aon Corp. in this Certification also include subsidiaries of Aon Corp. which have had contracts with the Port Authority, including, but not limited to: Aon Consulting, Inc., Aon Risk Services, Aon Group, Aon Global Risk Consulting, etc.

Now, therefore, the following representations and covenants are hereby made by the undersigned on behalf of Aon Corp.:

1. As to Aon Corp.:
 - a. Neither Aon Corp. nor any of its Key People², in the past five years or present, have been a target, subject, or involved in any government investigation regarding Aon Corp.'s violation of applicable laws involving or relating to allegations of lack of honesty or business integrity, whether of a criminal, civil, or administrative nature, except as disclosed in public filings with the Securities and Exchange Commission ("SEC"), such as the 2012 10-K, which included descriptions of settlement agreements in 2011 with the Department of Justice and the SEC, and a 2009 settlement with the United Kingdom ("U.K.") Financial Services Authority by Aon Limited, Aon Corp.'s principal U.K. brokerage affiliate.
 - b. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument.
 - c. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been served with a subpoena, request for records and/or information, or other process conducted by any law enforcement agency or Grand Jury specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature.
 - d. Neither Aon Corp. nor any of its Key People, in the past five years or present, have been notified of being the subject of court-ordered electronic surveillance.
 - e. Neither Aon Corp. nor any of its Key People, directly or indirectly, have offered, given or agreed to give, or received or agreed to receive, any money, or any other benefit, to or from any, officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Aon Corp.'s business or for the benefit of Aon Corp.

² References to "Key People" throughout this Certification, unless otherwise stated, shall be limited to the Key People of Aon Corp., and include, but are not limited to: partners; directors; executive officers of Aon plc; shareholders of ten percent (10%) or more of The Company's issued stock; including owners of other securities (e.g., stock options, secured or unsecured bonds, warrants and rights, etc.) that can be converted to stock so that, if exercised, would constitute ten percent (10%) of The Company's issued stock; any group, individual and/or entity with the right to acquire ownership of an amount of The Company's stock, pursuant to any stock option, arrangement, warrant, right, or otherwise, which, if combined with the current holdings of such group, individual and/or entity, would constitute ten percent (10%) or more of the outstanding stock; each manager or individual participating in overall policy-making or overall financial decisions for The Company; and each person in a position to control and/or direct The Company's overall operations.

f. Neither Aon Corp. nor its Key People, directly or indirectly, will offer, give or agree to give, or receive or agree to receive, any money, or any other benefit, to or from an officer or employee of the Port Authority, or any other governmental agency, or private business, or labor union, for any unlawful purpose pertaining to the conduct of Aon Corp.'s business or for the benefit of Aon Corp.

2. Aon Corp. shall report immediately to the Port Authority Office of Inspector General ("OIG") if it becomes aware that a representation in this Certification is false and/or inaccurate.

3. Aon Corp. agrees that it shall notify the Port Authority, through its OIG, within three (3) business days in the event that any of Aon Corp.'s Key People become aware that Aon Corp. and/or any of its Key People are:

- a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument; or,
- b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes; or,
- c. party to a non-prosecution agreement, deferred prosecution agreement, or a consent decree, or are otherwise granted immunity from prosecution; or,
- d. subpoenaed, interviewed, questioned, or otherwise contacted by any government agency, official, and/or employee in connection with any investigation specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature, and whether or not Aon Corp. and/or said Key People are notified, are in-fact, or otherwise believed to be, the subject or target of any such investigation.

4. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, within five (5) business days in the event that any of Aon Corp.'s Key People become aware that any of Aon Corp.'s employees or agents³ who are working, or have ever worked, on any government contract or subcontract are:

- a. arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, specifically involving or relating to allegations of a lack of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,
- b. convicted, after trial or by plea, of any felony under state or federal law or of any misdemeanor involving business-related, tax-related, or other financial crimes, specifically involving or relating to allegations of a lack

³ For purposes of this Certification, an "agent" is defined as any entity or person acting on behalf of or for the benefit of Aon Corp., including, but not limited to, expeditors.

of honesty or business integrity, whether of a criminal, civil, or administrative nature; or,

- c. subpoenaed by any government agency, official, and/or employee in connection with any investigation, specifically involving or relating to allegations of a lack of honesty or business integrity by Aon Corp. or any of Aon Corp.'s Key People, whether of a criminal, civil, or administrative nature, and whether or not the employee or agent is notified, is in fact, or otherwise believed to be, the subject or target of any such investigation.

5. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, within five (5) business days in the event that any of Aon Corp.'s Key People become aware that:

- a. any of Aon Corp.'s Key People, or employees or agents offer or agree to give any money, gratuity, or any other benefit to a contractor or subcontractor, public official or servant, or labor official for a purpose that is corrupt, or suspected of being corrupt; or,
- b. any of Aon Corp.'s Key People, or employees or agents are solicited by any contractor or subcontractor, public official or servant, or labor official to give any money, gratuity, or any other benefit for a purpose that is corrupt, or suspected of being corrupt; or,
- c. any of Aon Corp.'s Key People, or employees or agents make, or attempt to make, any agreement, or participate in, or attempt to participate in, any scheme, to rig bids, restrain trade by collusion or unfair trade or labor practices, or otherwise prevent the lowest responsible bidder from obtaining a contract; or,
- d. any person associated, or suspected of being associated, with Organized Crime has asserted, or attempted to assert, any influence over or established or maintained any relationship with Aon Corp.; or any entity or person with any role in the ownership or operation of Aon Corp.

6. Aon Corp. further agrees that it shall notify the Port Authority, through its OIG, the following occurrences which are brought to the attention of any of Aon Corp.'s Key People, involving a lack of honesty or business integrity or unethical business activity arising out of or in direct connection with Aon Corp.'s operations on any government contract or subcontract:

- a. any criminal activity on the part of Aon Corp.'s Key People, employees, agents, subcontractors, suppliers or vendors;
- b. any criminal activity on the part of any Port Authority or other governmental agency employees, officers, or agents; and,

c. any criminal activity on the part of any labor officials.

7. Aon Corp. understands and acknowledges that this Certification, subject to its expiration in accordance with Paragraph 13 below, shall be incorporated into and be deemed a part of the Port Authority Contracts, and all contracts hereafter awarded to Aon Corp. by the Port Authority and shall be applicable to all subcontracts hereafter approved by the Port Authority, and that notwithstanding any conflicting provisions contained in any such contracts and/or subcontracts, this Certification takes precedence over such provisions. Aon Corp. further understands and acknowledges that any false representation as to any material item contained herein or any material violation of any of the representations or covenants set forth herein may be deemed by the Port Authority to constitute a material breach of, and default under, all Aon Corp. contracts with the Port Authority and all subcontracts approved by the Port Authority. Should the Port Authority become aware of what it believes to be a material breach, the Port Authority agrees that it will provide notice of the alleged material breach to Aon Corp., and that Aon Corp. will have thirty (30) days to respond in writing and to cure the violation that is alleged to constitute a material breach. If, after the notice and response period, the Port Authority determines that there has been a material breach, and that the material breach has not been cured, the Port Authority may, at its election, immediately terminate any or all of such Contracts and rescind its approval of such subcontracts with the effect that Aon Corp. shall not be permitted to continue as a contractor or subcontractor.

8. In the event that the Port Authority determines that Aon Corp. has failed to meet the terms of this Certification, or Aon Corp. or any of its Key People are arrested, indicted, or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument, the Port Authority, at its sole discretion, may require Aon Corp., at its own expense, to retain an Integrity Monitor, to be selected by the Port Authority, acting through the OIG, to monitor Aon Corp.'s activities, institute procedures and conduct internal inquiries, in a manner to be negotiated and mutually agreed upon by the Port Authority and Aon Corp..

9. Aon Corp. further understands that the Port Authority has the right to consider The Company's responsibility status in the future and, in conformity with all applicable Port Authority regulatory due process requirements to which The Company would otherwise be entitled, and to find it, to be a non-responsible bidder, in the event the facts should warrant such action.

10. Aon Corp. hereby authorizes and grants the Port Authority, including its OIG and their Integrity Monitors (separate and apart from the Integrity Monitor described in Paragraph 8 of this Certification), the right to audit and/or investigate, as may be reasonable or appropriate, to ensure compliance by Aon Corp. and its Key People with the terms and conditions of this Certification. Aon Corp. further agrees that it will cooperate fully and completely with the Port Authority, including its OIG and their Integrity Monitors, during and in connection with any such audits and/or investigations. Whereby such cooperation shall include, but is not limited to, granting the Port Authority,

including its OIG and their Integrity Monitors, the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, that are related to any Port Authority project, and that are in the possession or control of Aon Corp., its subsidiary and/or affiliated companies, and/or any other company directly or indirectly controlled by Aon Corp., its shareholders, or Key People. Pursuant to this Paragraph, Aon Corp. shall also use its best efforts to assist the Port Authority, including its OIG and their Integrity Monitors, in obtaining access to, interviews with, and information from, former, current, and future persons employed or retained by Aon Corp., including, but not limited to, Key People, employees, and agents.

11. Aon Corp. has implemented an extensive Ethics Compliance Program. The components of this Ethics Compliance Program include a Code of Conduct, a Client Event, Entertainment, Meals and Gift Policy (a copy of which has been provided to the Port Authority), the designation of a Compliance Officer, a reporting Hotline, and other associated ethics functions, as needed. The Port Authority OIG has the right to review all components of the Ethics Compliance Program to the extent the information is not privileged and confidential.

12. Aon Corp will prohibit any of its Key People, employees, or agents from offering and/or giving anything of value (including, but not limited to, money, meals, gifts, gratuities or transportation) to any employee or official of the Port Authority.

13. The undersigned declares and certifies that the foregoing information is true and complete, to the best of his/her knowledge, and that the representations and covenants made herein will be strictly adhered to for the duration of the Port Authority Contracts, and any contracts and/or subcontracts that may hereafter be awarded Aon Corp. by the Port Authority, provided, however, that the above-referenced covenants shall expire two (2) years after the date of execution of this Certification.

A false representation or violation of any of the above undertakings or covenants made in connection with this Certification may prevent Aon Corp. and/or the undersigned from being found to be responsible bidders/proposers in connection with future agreements with the Port Authority. In addition, such false representation or violation may subject Aon Corp. and the undersigned to criminal charges, including charges for violation of New York State Penal Law Sections 175.35 (Offering a False Statement for Filing) and 210.40 (Sworn False Statement), New Jersey Code of Criminal Justice Title 2C:28-3 (Unsworn Falsification to Authorities), and/or Title 18 U.S.C. Sections 1001 (False or Fraudulent Statement) and 1341 (Mail Fraud).

Aon Corporation

Dated: October 23, 2012

By: R. Pill

STATE OF ILLINOIS)

Vice President
Title

COUNTY OF COOK)

SS:

Ram Padmanabhan, being duly sworn, deposes and says that he/she is the ^{Vice} President of Aon Corp., and that, to the best of his/her knowledge, the information provided herein is true and sufficiently complete so as not to be misleading; and that she has been properly authorized by Aon Corp. to sign this Certification, on its behalf.

Subscribed and sworn to before
me this 23rd day of October 2012
Nancy Jean Kras
Notary Public



THE PORT AUTHORITY OF NY & NJ

June 13, 2013

Aon Consulting, Inc. (Branded as Aon Hewitt)
400 Atrium Drive,
5th Floor South
Somerset, NJ 08854

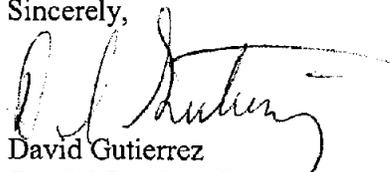
Attention: James Christ, Vice President

**SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ACTUARIAL
SERVICES FOR THE VALUATION OF PORT AUTHORITY AND PATH
OTHER POST-EMPLOYMENT BENEFITS AND PATH EXEMPT
EMPLOYEE PENSION BENEFITS (COM-13-001)**

Dear Mr. Christ:

Transmitted herewith is a copy of the subject Agreement, as executed by the Authority, for your files.

Sincerely,



David Gutierrez
Special Purchase Project Manager
Professional, Technical & Advisory Services Division
Procurement Department

Enclosure

*Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 3405*

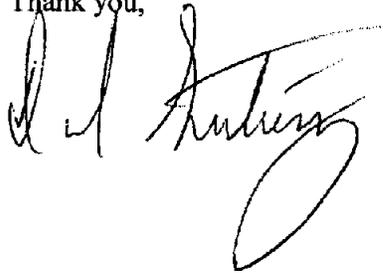
THE PORT AUTHORITY OF NY & NJ

Memorandum

TO: Office of the Secretary
FROM: David Gutiérrez, Special Purchasing Projects Manager
DATE: June 13, 2013
SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL ACTUARIAL SERVICES FOR THE VALUATION OF PORT AUTHORITY AND PATH OTHER POST-EMPLOYMENT BENEFITS AND PATH EXEMPT EMPLOYEE PENSION BENEFITS
CC: P. Caffrey, V. Chavez, File

Transmitted herewith is one fully executed original copy of the subject Agreement. We are sending this document to you for filing in the Port Authority's Official Files.

Thank you,

A handwritten signature in black ink, appearing to read "D. Gutiérrez", written over the typed name "David Gutiérrez". The signature is fluid and cursive, with a large loop at the end.

Attached:
EXECUTED ORIGINAL AGREEMENT #COM-13-001

Fees

- Flat fee of \$50,000 annually
- For Core valuation and services in proposal
- Fixed for 2013 and 2014, 5% increase for 2015
- Ad hoc tasks quoted on either:
 - Hourly schedule in proposal
 - Predetermined fixed fee

APPROVED: PC

DATE: 6/10/13

EXHIBIT B

The Authority has the unilateral right to extend the term of this Agreement for up to two (2) additional one (1) year periods, under the same terms and conditions of the Agreement. The pricing for these two periods would be as follows:

Year 4 fees would be \$54,075, or 3% greater than the Year 3 fees.

Year 5 fees would be \$55,697, or 3% greater than the year 4 fees.

APPROVED: PC DATE: 6/10/13