



New York State Department of Civil Service  
Actuarial and Benefits Management  
Consulting Services  
RFP #ABMC-2017-1

Response to  
Request for  
Proposal

James A. Christ  
Aon Consulting, Inc.  
400 Atrium Drive  
Somerset, NJ 08873

REDACTED

Section III: Administrative Proposal

May 31, 2017

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# 3.A. Exhibit I.S Formal Offer Letter



James Christ | Vice President, Aon Risk Solutions, Health and Benefits | james.christ@aonhewitt.com

Mr. Seth Johnson  
Procurement Manager  
Employee Benefits Division – Room 1106  
NYS Department of Civil Service  
Albany, NY 12239

**RE: Request for Proposals #ABMC-2017-1 entitled:  
“Actuarial and Benefits Management Consulting Services,”  
Firm Offer to the State of New York**

**Aon Consulting, Inc.** hereby submits this firm and binding offer to the State of New York in response to the Department’s Request for Proposals #ABMC-2017-1, entitled “**Actuarial and Benefits Management Consulting Services,**” (RFP). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

**Aon Consulting, Inc.** accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

**Aon Consulting, Inc.** agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C, C-1, D, D-1, and D-2 to the draft contract.

**Aon Consulting, Inc.** further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers’ Compensation Law as set forth in Section II.B. of the RFP.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **Aon Consulting, Inc.** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

**Aon Consulting, Inc.’s** complete offer is set forth as follows:

Administrative Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Technical Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

Cost Proposal: Total of twelve (12) hard copy volumes [two (2) original and ten (10) copies] and one (1) electronic copy on CD.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of **Aon Consulting, Inc.** and possesses the legal authority and capacity to act on behalf of **Aon Consulting, Inc.** to execute a contract with the State of New York.

**Aon Consulting, Inc.**  
400 Atrium Drive | Somerset, NJ 08873  
Office +1.732.271.2672  
Mobile +1.908.400.4021





The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: 5/4/17

Aon Consulting, Inc.,

By:   
(signature)

James A. Christ  
(name)

Vice President  
(title)

732-271-2672  
(phone number)

james.christ@aonhewitt.com  
(email address)

**CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF N.J. }  
COUNTY OF Somerset } SS.:

On the 4 day of May in the year 2017, before me personally appeared:  
James A. Christ, known to me to be the person  
who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at  
Le Brook Ridge Drive Town of  
Basking Ridge  
County of Somerset, State of N.J.; and further that:

[Check One]

(  If a corporation): he is the Vice President of  
Aon Consulting, the corporation described in said instrument; that, by  
authority of the Board of Directors of said corporation, he is authorized to execute the foregoing  
instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority,  
he executed the foregoing instrument in the name of and on behalf of said corporation as the act and  
deed of said corporation.

(  If a partnership): he is the \_\_\_\_\_ of  
\_\_\_\_\_, the partnership described in said instrument; that, by the  
terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the  
partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the  
foregoing instrument in the name and on behalf of said partnership as the act and deed of said  
partnership.

Notary Public

**DARLENE MICHELLE M TAYLOR**

ID # 2196315

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires Nov. 25, 2018

Aon Consulting, Inc.  
400 Atrium Drive | Somerset, NJ 08873  
Office +1.732.271.2672  
Mobile +1.908.400.4021

Aon Response to New York State Department of  
Civil Service Actuarial and Benefits Management  
Consulting Services RFP - #ABMC-2017-1



## 3.B. Exhibit I.T Offeror Attestations Form

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

**CERTIFICATION:**

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		<b>Aon Consulting, Inc.</b>
Entity's Legal Form:		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<b>No.</b>	<b>RFP Ref.</b>	<b>RFP Requirement:</b>
1.	Section III.B.1	At time of Proposal Due Date and throughout the term of the Contract, Offeror represents and warrants that it: <input checked="" type="checkbox"/> is <input type="checkbox"/> is not Authorized to conduct business in New York State. If not authorized to conduct business in New York State at time of Proposal Due Date, the Offeror represents and warrants that it: <input type="checkbox"/> has <input type="checkbox"/> has not Filed an application for authority to do business in New York State with the New York State Secretary of State.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> has <input type="checkbox"/> has not completed, obtained or performed all registrations, filings, approvals, authorizations, consents and examinations required by any governmental authority for the provision of the delivery of Project Services and agree that it will, during the term of the Contract, comply with any requirements imposed upon it by law.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> agrees <input type="checkbox"/> does not agree that, if selected by the Department as the successful Offeror to this Procurement, the Offeror ("Contractor") shall be precluded from 1) submitting a proposal in response to; and/or 2) participating in any way in the development or consultation of any other Offeror's proposal(s) in response to any procurement undertaken by the Department for which the selected Offeror (Contractor) participated in the development of the services which are the subject matter of that procurement.

4.	Section III.B.4	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> agrees and acknowledges</p> <p><input type="checkbox"/> does not agree and acknowledge</p> <p>i. all claims, enrollment, and other data (i.e., materials) provided by the Department or the Department’s agents and/or contractors is being provided to the Offeror (“Contractor”) solely for the purpose of allowing the Contractor to fulfill its duties and responsibilities under the Contract;</p> <p>ii. said materials are and remain the sole property of NYS; and</p> <p>iii. that it will not share, sell, release, or make the data available to third parties in any manner without the written consent of the Department, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State or federal law.</p>
5.	Section III.B.5	<p>At time of Proposal Due Date, Offeror represents and warrants that, if selected by the Department as the successful Offeror in this Procurement, all activities associated with Tasks 1, 2, 3 and 4, as applicable:</p> <p><input checked="" type="checkbox"/> will</p> <p><input type="checkbox"/> will not be overseen by an individual certified as a Fellow in the Society of Actuaries (“FSA”).</p>
6.	Section III.B.6	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> does</p> <p><input type="checkbox"/> does not possess adequate staffing resources, financial resources and organizational capacity to perform the type, magnitude and quality of work specified in the RFP.</p>
7.	Section III.B.7	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> has</p> <p><input type="checkbox"/> has not maintained an organization capable of performing the work specified in the RFP, in continuous operation for at least the past three (3) years and that it has provided services comparable to the Project Services outlined in the RFP continuously during said period for the benefit of, at a minimum, three (3) governmental organizations with at least 100,000 health plan members.</p>
8.	Section III.B.8	<p>At time of Proposal Due Date, Offeror represents and warrants that for each of the past three (3) years:</p> <p><input checked="" type="checkbox"/> has</p> <p><input type="checkbox"/> has not generated gross revenue in excess of \$25,000,000 per year from benefit consulting/outsourcing.</p>

Date: 5/4/17

  
Signature

James Christ  
Vice President  
Aon Consulting, Inc.

**CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**

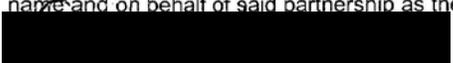
STATE OF N.J. }  
COUNTY OF Somerset } SS.:

On the 4 day of May in the year 2017, before me personally appeared:  
James A. Christ, known to me to be the person who executed the foregoing instrument,  
who, being duly sworn by me did depose and say that he resides at 6 Brook Ridge Drive,  
Town of Basking Ridge, County of Somerset, State of  
N.J.; and further that:

[Check One]

(  If a corporation): he is the Vice President of  
Aon Consulting, the corporation described in said instrument; that, by authority of  
the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the  
corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing  
instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(  If a partnership): he is the \_\_\_\_\_ of  
\_\_\_\_\_, the partnership described in said instrument; that, by the terms of  
said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the  
purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the  
name and on behalf of said partnership as the act and deed of said partnership.

  
Notary Public

**DARLENE MICHELLE M TAYLOR**  
ID # 2198315  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Nov. 25, 2018

## 3.C. Exhibits

### Exhibit I.A Proposal Submission Requirement Checklist

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- 1. TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Department no later than 3:00 p.m. ET on the Proposal Due Date as indicated in RFP Section II.A.1.
  
- 2. FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Proposal; Technical Proposal and Cost Proposal and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this RFP.
  - a. Twelve (12) separately bound hardcopies – **two (2) Originals each of the Administrative Proposal, Technical Proposal and Cost Proposal** containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1" and "ORIGINAL #2."), **Ten (10) copies of each Administrative Proposal, Technical Proposal and Cost Proposal** marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Proposals.
  - b. Proposals must be prepared in Adobe Acrobat.
  - c. Each Administrative, Technical and Cost Proposal must be separately bound and clearly labeled with "Actuarial and Benefits Management Consulting Services #ABMC-2017-1" and Offeror's name(s).
  - d. Table of Contents
  - e. Index Tabs
  - f. Pagination
  - g. Updates/Corrections
  - h. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Proposal must contain the documentation required in Section III of this RFP. The Technical Proposal must be responsive to the programmatic duties and responsibilities set forth in Section IV of this RFP. The Cost Proposal must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this RFP.
  
- 3. REQUIRED CONTENT OF THE ADMINISTRATIVE PROPOSAL:** The Administrative Proposal must contain the following information, in the order enumerated below:
  - A. Formal Offeror Letter:** The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in RFP, Exhibit I.S in accordance with the requirements set forth in RFP, Section III.A
  - B. Minimum Mandatory Requirements:** The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
  - C. Exhibits:** The Offeror must complete and submit the Exhibits specified in Section III.C as follows:
    - Exhibit I.A Proposal Submission Requirement Checklist
    - Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification
    - Amended April 27, 2017**
    - ~~Exhibit I.K Offeror's Affirmation of Understanding & Agreement~~
    - Exhibit I.M Compliance with Public Officers Law Requirements
    - Exhibit I.N Compliance with Americans with Disabilities Act
    - Exhibit I.O MWBE Utilization Plan (Form MWBE-100)
    - Exhibit I.P Offeror's Certification of Compliance Pursuant to State Finance Law §139-k
    - Amended April 27, 2017**
    - ~~Exhibit I.S Formal Offer Letter~~

**Exhibit I.T. Offeror Attestations Form**

- Exhibit I.U.1 Key Subcontractors or Affiliates
- Exhibit I.U.2 NYS Supplier & Subcontractor
- Exhibit I.V Program References
- Exhibit I.W Compliance with NYS Workers' Compensation Law
- Exhibit I.X Extraneous Terms (if proposing)

- D. Key Subcontractors:** The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide project services and must, for each such Key Subcontractor identified, complete and submit **Exhibit I.U.1 "Key Subcontractors"**:
1. provide a brief description of the services to be provided by the Key Subcontractor; and
  2. provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide project services, the Offeror must provide a statement to that effect.

- E. Reference Checks:** The Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied Actuarial and Benefits Management Consulting Services similar to those required in this RFP. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. Otherwise, the Offeror must include, at minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this RFP. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this RFP. For each Reference provided the Offeror must complete and submit Exhibit I.V, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the Program manager and each key staff person proposed for this Program had in the referenced services.

- F. Financial Statements:** The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that provides any of the Project Services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the procurement evaluation team to review the financial statements.
- Note:** If financial statements have not been prepared and/or audited, the Offeror/Key Subcontractor/Affiliate must provide the following as part of its Administrative Section a letter from a bank reference attesting to the Offeror/Key Subcontractor/Affiliate's financial

viability and creditworthiness. (Note: for purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an affiliate organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. A brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/Affiliate and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "*The (Offeror/Key Subcontractor/Affiliate's name) is currently and has been for "x" number of years a client in good standing;*"
2. A description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
3. Any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness concerning the nature and scope of the Project Services, which are the subject matter of this RFP, and the parties (i.e., Department and the Offeror or the Offeror and Key Subcontractor of Affiliate) contractual obligations should the Offeror be awarded the resultant contract.

**Amended April 27, 2017**

X G. **Vendor Responsibility Questionnaire:** The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors.

1. If the Offeror or Key Subcontractor, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
2. If the Offeror ~~or Key Subcontractor, if any,~~ has any employees in NYS, a confirmation of NYS Worker's Compensation and/or Disability Benefits coverage must be submitted ~~for each.~~

X 4. **REQUIRED CONTENT OF THE TECHNICAL PROPOSAL:** The Technical Proposal shall be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this RFP and it shall contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

**Technical Proposal Submission Requirements**

X A. **Corporate and Account Team Experience**

- X 1. Executive Summary
- X 2. Account Team
  - X Exhibit I.B
  - X Exhibit III.A

**Amended April 27, 2017**

X B. **Project Services**

- X 1. Project Task #1 – Premium Rate Renewals and Plan Funding Requirements (“Rate Renewals”)
- X 2. Task #2 – Quarterly Analysis
- X 3. Task #3 – GASB 75 Valuation
- X 4. Task #4 – Ad Hoc Consulting Services
  - X Prior Ad Hoc Projects
  - ~~Sample Ad Hoc Task~~

- C. Performance Guarantees**
- D. Diversity Practices Questionnaire**
  - 1. Exhibit IV.A Diversity Practices Questionnaire

**5. REQUIRED CONTENT OF THE COST PROPOSAL:** The Offeror's Cost Proposal must respond to all of the mandatory sections as set forth in RFP Section V in the formats as specified and, as applicable, using the forms set forth in Exhibit V.A Forms 1 through 4.

- A.** Exhibit V.A Forms 1 through 4

**6. REQUESTED REDACTIONS CD and HARD COPY:** The FOIL-related materials described herein which the Offeror is requested to provide per RFP, Section II.B.9 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

At the time of Proposal submission the Offeror is requested to submit:

- A.** Exhibit I.C Freedom of Information Law – Request for Redaction Chart
- B.** Separately bound hardcopy of each of the three (3) Proposal documents with redactions marked that are included on the CDs..
- C.** Electronic copy of each of the three (3) Proposal documents prepared in PDF format on separate CDs in Adobe Acrobat Professional software, version 8 or higher using the Adobe “Mark for Redaction” function, **do not** use the “Apply Redactions.”

## 3.C. Exhibits

Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification

**Exhibit I.D – MacBride and Non-Collusive Bidding Certification**

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND  
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes  or No

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes  or No

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid 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 Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**Exhibit I.D – MacBride and Non-Collusive Bidding Certification**

Date: 4/24/17

  
(Signature)

PRINT:  
SIGNATORY'S NAME James A. Christ TITLE Vice President

**INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF N.J. }  
COUNTY OF Somerset } SS.:

On the 21 day of April in the year 2017 before me personally appeared:  
James A. Christ, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 6 Brook Ridge, Town of Baskingridge, County of Somerset, State of N.J.; and further that, if applicable:

**[Check One, If Applicable]**  
 **If a corporation:** he is the Officer of Aon Consulting, Inc., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.  
 **If a partnership:** he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

  
Notary Public

**DARLENE MICHELLE M TAYLOR**  
ID # 2196315  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires Nov. 25, 2018

## 3.C. Exhibits

### Exhibit I.M Compliance with Public Officers Law Requirements



State of New York  
Department of Civil Service  
Alfred E. Smith State Office Building  
Albany, NY 12239

Compliance with Public Officers Law Requirements

**Exhibit I.M - Compliance with Public Officers Law Requirements**

	State of New York Department of Civil Service Alfred E. Smith State Office Building Albany, NY 12239	<b>Compliance with Public Officers Law Requirements</b>
--	---	---

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: Aon Consulting, Inc.

Name & Title of Representative: James A. Christ, Vice President

Signature: 

Date: 5/17/17

## 3.C. Exhibits

Exhibit I.N Compliance with Americans with Disabilities Act

**Exhibit I.N - Compliance with Americans with Disabilities Act**

	<p>State of New York <b>Department of Civil Service</b> Albany, NY 12239</p>	<p><b>Compliance with Americans with Disabilities Act</b> <small>ADM-987 (1/07)</small></p>
---	--	---

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this RFP shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: \_\_\_\_\_ Aon Consulting, Inc. \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_ James A. Christ, Vice President \_\_\_\_\_

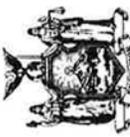
Signature:  \_\_\_\_\_

Date: 5/17/17

## 3.C. Exhibits

Exhibit I.O MWBE Utilization Plan (Form MWBE-100)

Exhibit I.O - MWBE Utilization Plan

 State of New York Department of Civil Service Albany, NY 12239	<b>MWBE UTILIZATION PLAN</b>  OFFICE OF FINANCIAL ADMINISTRATION MWBE-100 (9/2011)
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**INSTRUCTIONS:** All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.

Offeror Name: Aon Consulting Inc. Address: 400 Atrium Drive City, State, Zip Code: Somerset, NJ 08873		Federal Identification No.: 22-2232264 Solicitation No.: ABMC-2017-1	
<b>1. M/WBE Subcontractors/Suppliers Name, Address, Email</b> Address, Telephone No. A. AIRAM - 13430 E. Del Timbre Dr Scottsdale, AZ 85259 Phone: 480-619-0427; Email - mdominiak@airamactuuary.com B. FIRM - One Penn Plaza, 36th Floor New York, NY 10119 Phone: 212-786-7588; Email - phil@firmadvisor.com		<b>2. Classification</b> NYS ESD Certified MBE <input checked="" type="checkbox"/> WBE <input checked="" type="checkbox"/> NYS ESD Certified MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/>	
<b>3. Federal ID No.</b> 45-4549912 43-1973664		<b>4. Detailed Description of Work (Attach additional sheets, if necessary.)</b> Consulting input/peer review of actuarial assumptions across Quarterly/ Renewal /GASB75 reports. Input on trend assumptions. Ad-hoc support as needed. Involved in Data scrubbing process of enrollment/ claims data. Assist developing initial completion factors for Quarterly/Renewal reports. Ad-hoc support as needed.	
<b>5. Dollar Value of Subcontracts/Supplies</b> Fees for core work approx. \$7,000 per year or min. 2% of overall fees. If ad-hoc services required, est. vendor fees amount to at least 2% of fees as well. Fees for core work approx. \$7,000 per year or min. 2% of overall fees. If ad-hoc services required, est. vendor fees amount to at least 2% of fees as well.		<b>6. WAIVER REQUESTED:</b> MBE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, submit form MWBE101 WBE: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, submit form MWBE101	
<b>PREPARED BY (Signature):</b> [Redacted]		<b>TELEPHONE NO.:</b> 732-271-2672 <b>EMAIL ADDRESS:</b> james.christ@aonhewitt.com	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b> James A. Christ, VP, Aon		<b>DATE:</b> Offeror's Certification Status: MBE <input type="checkbox"/> WBE Not Applicable <input checked="" type="checkbox"/>	
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FUNDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.			
<b>REVIEWED BY:</b> _____ DATE: _____		*****FOR DEPARTMENT USE ONLY***** UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO MBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO WBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO WAIVER GRANTED: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

## 3.C. Exhibits

Exhibit I.P Offeror's Certificate of Compliance Pursuant to State Finance Law §139-k

**Exhibit I.P – Offeror's Certification of Compliance Pursuant to State Finance Law**

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**Offeror's Certification of Compliance Pursuant to State Finance Law §139-k(5)**

**Instructions:**

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the Department with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the Department, the Offeror must provide the following certification that the information it has and will provide to the Department pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

**Offeror Certification**

*I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.*

Name of Offeror: Aon Consulting, Inc.  
\_\_\_\_\_  
By:   
(Signature) \_\_\_\_\_  
Name: James A. Christ  
\_\_\_\_\_  
Title: Vice President  
\_\_\_\_\_  
Address: 400 Atrium Drive  
\_\_\_\_\_  
Somerset, NJ 08873  
\_\_\_\_\_  
Date: 5/1/17  
\_\_\_\_\_

## 3.C. Exhibits

### Exhibit I.U.1 Key Subcontractors or Affiliates

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under this RFP, the Offeror must complete and submit a single Exhibit I.U.1 to that affect.

<b>INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate</b>	
<b>Offeror's Name:</b>	Aon Consulting, Inc.
<p>The Offeror:</p> <p><input type="checkbox"/> is</p> <p><input checked="" type="checkbox"/> is not</p> <p>proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Project Services</p> <p><input type="checkbox"/> is</p> <p><input checked="" type="checkbox"/> is not</p> <p>proposing to utilize the services of a subcontractor(s) to provide Project Services totaling \$100,000 or more during the term of the 5 year agreement</p>	
<b>Subcontractor's Legal Name:</b>	
<b>Business Address:</b>	
<b>Subcontractor's Legal Form:</b>	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
<p>As of the date of the Offeror's Proposal, a subcontract</p> <p><input type="checkbox"/> has</p> <p><input type="checkbox"/> has not</p> <p>been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to Actuarial and Benefits Management Consulting Services.</p>	
<p>In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Project Services to be provided.</p>	
<p><b>Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements:</b> (Complete items 1 through 5 for each client engagement identified)</p>	
1. Client:	
2. Client Reference Name and Phone #	
3. Project Title:	
4. Project Start Date:	
5. In the space provided below, Project Status:	
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the project identified in 3, above:	

## 3.C. Exhibits

Exhibit I.U.2 NYS Supplier and Subcontractor



## 3.C. Exhibits

### Exhibit I.V Program References

Reference #:   1  

Current or Former Customer:   Current  

Abstract	
Customer For Whom Services Were Performed: [REDACTED]	
Customer Address: [REDACTED]	
Project Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# ABMC-2017-1.)	
Project Contact References: (Required And Will Be Verified) (Attach <b>2 current</b> and <b>1 former</b> client reference)	
Contact Name: [REDACTED]	Contact Title: [REDACTED]
Phone Number: [REDACTED]	E-Mail Address: [REDACTED]
Contact Name: _____	Contact Title: _____
Phone Number: _____	E-Mail Address: _____

[REDACTED]

Reference #:   2  

Current or Former Customer:   Current  

Abstract	
Customer For Whom Services Were Performed: [REDACTED]	
Customer Address: [REDACTED]	
Project Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# ABMC-2017-1.)	
Project Contact References: (Required And Will Be Verified) (Attach <b>2 current</b> and <b>1 former</b> client reference)	
Contact Name: [REDACTED]	Contact Title: [REDACTED]
Phone Number: [REDACTED]	E-Mail Address: [REDACTED]
Contact Name: _____	Contact Title: _____
Phone Number: _____	E-Mail Address: _____

[Redacted text block]

[Redacted text block]

[Redacted text block]

Reference #:   3  

Current or Former Customer:   Former  

Abstract	
Customer For Whom Services Were Performed: [REDACTED]	
Customer Address: [REDACTED]	
Project Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# ABMC-2017-1.)	
Project Contact References: (Required And Will Be Verified) (Attach <b>2 current</b> and <b>1 former</b> client reference)	
Contact Name: [REDACTED]	Contact Title: [REDACTED]
Phone Number: [REDACTED]	E-Mail Address: [REDACTED]
Contact Name: _____	Contact Title: _____
Phone Number: _____	E-Mail Address: _____

[Redacted text block]

[Redacted text block]

[Redacted text block]

## 3.C. Exhibits

Exhibit I.W

Compliance with NYS Workers' Compensation Law

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any contracts unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into contracts with DCS, the selected Offeror will be required to verify for DCS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. DCS requests the Offeror submit this insurance verification information with their Proposals. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. You may also find useful information at their website <http://www.wcb.ny.gov>. Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

**Workers' Compensation Requirements under WCL § 57:**

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage <sup>(1)</sup>; **OR**
- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

**Disability Benefits Requirements under Workers' Compensation Law §220(8)**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage <sup>(1)</sup>; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

<sup>(1)</sup> *Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.*



**Workers' Compensation Board**

**CERTIFICATE OF  
 NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name &amp; Address of Insured (use street address only)                  Aon Corporation and its subsidiaries                  200 E. Randolph                  Chicago, IL 60601</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)                  Aon Hewitt                  400 Atrium Drive, Somerset, NJ 08873</p>	<p>1b. Business Telephone Number of Insured                  732-302-2100</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured                  31-99998</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number                  22-2232264</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>State of New York                  Department of Civil Service                  Attn: ABMC Procurement Manager                  Room 803                  Alfred E. Smith Office Building                  Albany, NY 12239</p> <p>Evidence of Coverage for RFP for NYS Department of Civil Service RFP 2017 ABMC-1, Actuarial And Benefits Management Consulting Services</p>	<p>3a. Name of Insurance Carrier                  American Casualty Company of Reading, PA (CNA)</p> <p>3b. Policy Number of Entity Listed in Box "1a"                  WC 4014100059</p> <p>3c. Policy effective period                  06/01/2016 to 06/01/2017</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: LINDSAY DENT  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Redacted Signature] 05/15/2017  
(Signature) (Date)

Title: POLICY SUPPORT ASSISTANT

Telephone Number of authorized representative or licensed agent of insurance carrier: 407-804-5878

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

C-105.2 (9-15)

www.wcb.ny.gov

### **Workers' Compensation Law**

**Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

**C-105.2 (9-15) REVERSE**



**Workers' Compensation Board**

**CERTIFICATE OF  
 NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name &amp; Address of Insured (use street address only)                  Aon Corporation and its subsidiaries                  200 E. Randolph                  Chicago, IL 60601</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)                  Aon Hewitt                  400 Atrium Drive, Somerset, NJ 08873</p>	<p>1b. Business Telephone Number of Insured                  732-302-2100</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured                  31-99998</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number                  22-2232264</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>State of New York                  Department of Civil Service                  Attn: ABMC Procurement Manager                  Room 803                  Alfred E. Smith Office Building                  Albany, NY 12239</p> <p>Evidence of Coverage for NYS Department of Civil Service RFP                  2017 ABMC-1 Actuarial and Benefits Management Consulting Services</p>	<p>3a. Name of Insurance Carrier                  American Casualty Company of Reading, PA (CNA)</p> <p>3b. Policy Number of Entity Listed in Box "1a"                  WC 40141000059</p> <p>3c. Policy effective period                  06/01/2017 to 06/01/2018</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: LINDSAY DENT  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Redacted Signature] 05/15/2017  
(signature) (Date)

Title: POLICY SUPPORT ASSISTANT

Telephone Number of authorized representative or licensed agent of insurance carrier: 407-804-5878

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

C-105.2 (9-15)

www.wcb.ny.gov

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-15) REVERSE



ANDREW M. CUOMO  
GOVERNOR

Kenneth J. Munnelly  
CHAIR

**Compliance With Disability Benefits Law**  
Pursuant To Section 220, Subd. 8 of the Disability Benefits Law

**Employer:** Aon Consulting, Inc.  
**WCB Carrier ID No.:** B228252  
**Federal Employer Identification No.:** 363051915  
**Self Insurance Qualification Date:** 1/1/2004  
**Location Of Operations:** New York State

There are documents on file with the Workers' Compensation Board indicating that the above named employer has complied with the Disability Benefits Law with respect to all of his or her employees, in the following manner:

---

By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.

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The status of the employer as a self-insurer was effective as noted above and remains in full force.

Status Confirmed By  
*Office of Self Insurance*  
4/18/2017

## 3.C. Exhibits

### Exhibit I.X Extraneous Terms Template

### Extraneous Terms Template

Aon Consulting, Inc. (“Aon”) understands the contractual and regulatory requirements that the New York State Department of Civil Service (“NYSD”) must comply with, but we have generally found most government and quasi-governmental entities have enough flexibility in their terms to negotiate and address Aon’s business and legal concerns. While most of the terms and conditions contained in this RFP are acceptable if Aon were selected, certain provisions will require further negotiation. Aon has included its comments on the proposed Agreement. If Aon is selected to provide the services, we will provide a full redline of NYSD’s Agreement at that time.

EXTRANEOUS TERM(S)			
No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
1.	Section VII: Contract Provisions: Article IV	Document Incorporation and Order of Precedence	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> “Or Equal”; or <input checked="" type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon has found that due to the ever changing nature of our consulting services, relationships are easier to manage when, given a conflict between the MSA and any statement of work (“SOW”), the SOW is allowed to control. This provides the parties with the flexibility to change a term in the MSA for a one-time engagement without amending the entire MSA and forcing the new term on other engagements which potentially could fall under that same MSA.</p>			
<p><u>Impact on RFP Requirement</u>: Minimal impact on proposal</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
2.	Section VII: Contract Provisions: Article XI: Section 11.7.0	Associate's Agents: The Contractor shall require all of its agents or Key Subcontractors to whom it provides the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, to agree, by way of written contract or other written arrangement, to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to the Department's PHI under this Agreement.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input checked="" type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<u>Proposed Extraneous Term(s)</u> : We will agree to "substantially the same" restrictions			
<u>Impact on RFP Requirement</u> : No Impact on proposal			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
3.	Section VII: Contract Provisions: Article XI: Section 11.10.0	Internal Practices: The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input checked="" type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: We will agree to make such records available to the Secretary but not the Covered Entity.</p>			
<p><u>Impact on RFP Requirement</u>: No Impact on proposal</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
4.	Section VII: Contract Provisions: Article XI: Section 11.11.2	Disposition of the Department's PHI: At the time this Agreement is terminated, the Contractor shall, if feasible, return or destroy all of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, that the Contractor still maintains in any form and retain no copies of such information. Alternatively, if such return or destruction is not feasible, the Contractor shall extend indefinitely the protections of this Agreement to the information and shall limit further uses and disclosures to those purposes that make the return or destruction of the Department's PHI infeasible.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input checked="" type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Notwithstanding the foregoing Aon shall retain data subject to its data retention policy for archival purposes</p>			
<p><u>Impact on RFP Requirement</u>: No Impact on proposal</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
5.	Section VII: Contract Provisions: Article XI: Section 11.12.0	Indemnification: The Contractor agrees to indemnify, defend and hold harmless the State and the Department and its respective employees, officers, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by the Contractor or its employees, officers, subcontractors, agents or other members of its workforce. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Actuarial and Benefits Management Consulting Services RFP Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input checked="" type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Any indemnity clause would need to be negotiated as an underlying term in the commercial contract.</p>			
<p><u>Impact on RFP Requirement</u>: No Impact on proposal as commercial terms are to be agreed upon</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
6.	Section VII: Contract Provisions: Article XIII	General Provision as to Remedies	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Upon being chosen as the successful bidder, Aon proposes the parties discuss mutually agreeable terms to this provision.</p>			
<p><u>Impact on RFP Requirement</u>: No Impact on proposal</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
7.	Section VII: Contract Provisions: Article XIV	Audit Authority	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon is willing to support annual financial audits at its cost and expense upon reasonable notice. In addition, Aon would like to modify this language ensure that confidentiality is maintained with regard to any documents that are inspected or subject to audit. As regards to assistance with additional audits, depending on the nature and frequency, Aon would like to reserve the right to discuss and negotiate at the time of the request or have any additional audits considered as additional services, billed at our then agreed to billing rates.</p>			
<p><u>Impact on RFP Requirement</u>: Narrowing scope of audit</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
8.	Section VII: Contract Provisions: Article XVI	Reports Ownership & Errors Corrections	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: In order to continue its provision of consulting services to our clients, current and prospective, Aon must retain sufficient ownership rights in its proprietary information and know-how. Aon builds upon its proprietary information and know-how, which in turn distinguishes Aon from its competitors and enables us to better serve our clients. Consequently, Aon retains ownership of its underlying technology (whether pre-existing or newly developed), while our clients are granted a license to use such materials as they are embedded in any deliverables. Our clients will continue to own all information that they provide to Aon to perform the services, and any final deliverable, subject to the licensing rights of embedded Aon proprietary information.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying Aon's ownership rights</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
9.	Section VII: Contract Provisions: Article XVII	Termination	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon requests that this provision be mutual. In addition, in the event of a termination for cause, Aon would like to propose a mutually agreeable time period for both parties to cure any defaults.</p>			
<p><u>Impact on RFP Requirement</u>: Adding Aon's termination rights</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
10.	Section VII: Contract Provisions: Article XIX	Contractor Qualifications and Key Personnel	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: As an independent contractor, and to maintain the necessary flexibility to run its business, Aon cannot agree to the restrictions placed on how it staffs the services. If certain key personnel are identified, Aon can agree to some reasonable limitations to keep them assigned to you. In addition, Aon will discuss the removal of any personnel at your request, but that may require a delay in the applicable service.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying any personnel changes and their effects</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
11.	Section VII: Contract Provisions: Article XX	Security Responsibilities and Federal or State Disclosure Prohibitions	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Subject to applicable FOIA obligations, Aon recognizes and is highly sensitive to the confidential nature of the information it is provided regarding its clients and their participants. Accordingly, Aon imposes stringent confidentiality obligations on its personnel. Aon employs numerous procedures and safeguards to ensure that such information remains confidential, and we are happy to discuss the safeguards Aon places on our client's information. Given the value to Aon of its proprietary information, we would expect the inclusion of mutual confidentiality provisions. Aon requires some flexibility with regard to the use of client's information in a de-identified and aggregate format, and would need to keep a copy of all information for archival purposes.</p>			
<p><u>Impact on RFP Requirement</u>: Including Aon's obligations in respect to confidentiality</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
12.	Section VII: Contract Provisions: Article XXIII	Data Sharing and Ownership	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: In order to continue its provision of consulting services to our clients, current and prospective, Aon must retain sufficient ownership rights in its proprietary information and know-how. Aon builds upon its proprietary information and know-how, which in turn distinguishes Aon from its competitors and enables us to better serve our clients. Consequently, Aon retains ownership of its underlying technology (whether pre-existing or newly developed), while our clients are granted a license to use such materials as they are embedded in any deliverables. Our clients will continue to own all information that they provide to Aon to perform the services, and any final deliverable, subject to the licensing rights of embedded Aon proprietary information.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying Aon's ownership rights</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
13.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts 8	Non-Assignability:	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon requests the right to assign or subcontract tasks under an agreement to an Aon affiliate and/or subsidiary in common control with Aon.</p>			
<p><u>Impact on RFP Requirement</u>: Adding assignment/subcontracting right for Aon</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
14.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts 10.	Indemnification:	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input checked="" type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s):</u> Aon proposes terms that are similar to our current Agreement, where Aon will, to the extent practical and reasonably necessary, perform corrective services to the extent that it makes an error in the performance of services. Aon is willing to accept liability for its errors per project in an amount equal to the greater of the following: (i.) one million dollars (\$1,000,000), (ii.) two (2) times the projected project cost of the Agreement, or (iii.) two (2) times the total amount the Contractor was reimbursed under the Agreement for that project. In no event, will any of these amounts, over the entire term of the Agreement, exceed \$2,000,000. For other breaches of the agreement (such as intellectual property infringement, criminal misconduct, willful misconduct, etc.), Aon is willing to accept total liability. Aon is willing to accept only direct liability in connection with the contract, and therefore, to the extent permitted by law, Aon expects to be indemnified by our clients from and against all third party claims (including, most significantly, claims by a client's plan participants) relating to Aon's services. To the extent that any third party claims causes losses, damages, etc. to our clients, Aon will be liable for such losses, damages, etc. subject to the limitations described above. Aon expects a mutual exclusion for any consequential and indirect damages.</p>			
<p><u>Impact on RFP Requirement:</u>                      Narrowing the scope of responsibility and liability</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
15.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts 11	Patent, Copyright or Proprietary Rights Infringement	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: In order to continue its provision of consulting services to our clients, current and prospective, Aon must retain sufficient ownership rights in its proprietary information and know-how. Aon builds upon its proprietary information and know-how, which in turn distinguishes Aon from its competitors and enables us to better serve our clients. Consequently, Aon retains ownership of its underlying technology (whether pre-existing or newly developed), while our clients are granted a license to use such materials as they are embedded in any deliverables. Our clients will continue to own all information that they provide to Aon to perform the services, and any final deliverable, subject to the licensing rights of embedded Aon proprietary information.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying Aon's ownership rights</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
16.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts 16	Ownership/Title to Product Deliverables	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: In order to continue its provision of consulting services to our clients, current and prospective, Aon must retain sufficient ownership rights in its proprietary information and know-how. Aon builds upon its proprietary information and know-how, which in turn distinguishes Aon from its competitors and enables us to better serve our clients. Consequently, Aon retains ownership of its underlying technology (whether pre-existing or newly developed), while our clients are granted a license to use such materials as they are embedded in any deliverables. Our clients will continue to own all information that they provide to Aon to perform the services, and any final deliverable, subject to the licensing rights of embedded Aon proprietary information.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying Aon's ownership rights</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
17.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts 20	Federal and State Compliance	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input checked="" type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<u>Proposed Extraneous Term(s)</u> : Aon will materially comply with all federal, state, and local laws and regulations applicable to Aon in our capacity as a service provider.			
<u>Impact on RFP Requirement</u> : No impact on proposal			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
18.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts 26	Conflict of Interest	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon understands that the importance of avoiding conflicts of interest or the appearance of conflicts of interest is critical in safeguarding the integrity of the procurement process. Aon and its employees abide by Aon's Code of Business Conduct, wherein employees must not allow competing personal, financial or commercial interests to compromise or appear to compromise their duty to act in a client's best interest or to cause a conflict of interest among our clients. Employees also adhere to the Aon Conflict of Interest Policy wherein employees, including principal officers of Aon, must ensure that their commitments to any non-Aon entity do not interfere with their responsibilities to Aon and the clients it services. Therefore, this Memo confirms that, to the best of our knowledge, Aon does not have any conflicts of interest in accordance with this Memo, with respect to Aon's role in responding to the your RFP or in providing services under any subsequent contract associated with your RFP.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying conflict of interest affirmation</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
19.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts  27	Audit Authority	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon is willing to support annual financial audits at its cost and expense upon reasonable notice. In addition, Aon would like to modify this language ensure that confidentiality is maintained with regard to any documents that are inspected or subject to audit. As regards to assistance with additional audits, depending on the nature and frequency, Aon would like to reserve the right to discuss and negotiate at the time of the request or have any additional audits considered as additional services, billed at our then agreed to billing rates.</p>			
<p><u>Impact on RFP Requirement</u>: Narrowing scope of audit</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
20.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts  28	Confidentiality	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Subject to applicable FOIA obligations, Aon recognizes and is highly sensitive to the confidential nature of the information it is provided regarding its clients and their participants. Accordingly, Aon imposes stringent confidentiality obligations on its personnel. Aon employs numerous procedures and safeguards to ensure that such information remains confidential, and we are happy to discuss the safeguards Aon places on our client's information. Given the value to Aon of its proprietary information, we would expect the inclusion of mutual confidentiality provisions. Aon requires some flexibility with regard to the use of client's information in a de-identified and aggregate format, and would need to keep a copy of all information for archival purposes.</p>			
<p><u>Impact on RFP Requirement</u>: Including Aon's obligations in respect to confidentiality</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
21.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts  30	Nondisclosure of Confidential Information	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Subject to applicable FOIA obligations, Aon recognizes and is highly sensitive to the confidential nature of the information it is provided regarding its clients and their participants. Accordingly, Aon imposes stringent confidentiality obligations on its personnel. Aon employs numerous procedures and safeguards to ensure that such information remains confidential, and we are happy to discuss the safeguards Aon places on our client's information. Given the value to Aon of its proprietary information, we would expect the inclusion of mutual confidentiality provisions. Aon requires some flexibility with regard to the use of client's information in a de-identified and aggregate format, and would need to keep a copy of all information for archival purposes.</p>			
<p><u>Impact on RFP Requirement</u>: Including Aon's obligations in respect to confidentiality</p>			
No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
22.	Section VII: Contract Provisions  Article IV: Document Incorporation And Order Of Precedence  Appendix B: Standard Clauses for All Department Contracts  32	Termination of Agreement	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon requests that this provision be mutual. In addition, in the event of a termination for cause, Aon would like to propose a mutually agreeable time period for both parties to cure any defaults.</p>			
<p><u>Impact on RFP Requirement</u>: Adding Aon's termination rights</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
23.	Section VII: Contract Provisions Article IV: Document Incorporation And Order Of Precedence Appendix B: Standard Clauses for All Department Contracts 35	Subcontracting	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Other than our MWBE partners, generally Aon does not use subcontractors for consulting services. However, there are times when non-material portions of the services are subcontracted, such as printing, binding, and shipping services, and for the sake of efficiency we would expect the right to use subcontractors for such services without consent. Aon would remain responsible for subcontractor's actions as if it had been performed by Aon.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying use of subcontractors</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
24.	Section VII: Contract Provisions Article IV: Document Incorporation And Order Of Precedence Appendix B: Standard Clauses for All Department Contracts 36	Publicity and Communications:	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: With regard to publicity, Aon would like to be able to use your name on our client lists and proposals that are not intended for general public distribution.</p>			
<p><u>Impact on RFP Requirement</u>: Requesting name use</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
25.	Additional Terms and Conditions	Warranties	<input type="checkbox"/> Additional; <input checked="" type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon stands behind its work and the resulting deliverables. Aon is occasionally subject to lawsuits and claims arising in the normal conduct of its business. None of such prior lawsuits or claims has had, and management does not expect the outcome of any pending matter to have, a material adverse effect on the business, financial condition or results of operations of the company. Therefore we would like a modification to the language about notifying you of conduct to only final determinations that may impact the services being provided.</p>			
<p><u>Impact on RFP Requirement</u>: Clarifying scope of our notifications regarding our warranties</p>			
No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
26.	Additional Terms and Conditions	Insurance	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input checked="" type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon has in place insurance policies that are applicable to its operations and with limits meeting the requirements requested. We have found that certain additional insurance requirements requested by clients may not be appropriate for our services, and would not be agreed to by our industry's insurance carriers.</p>			
<p><u>Impact on RFP Requirement</u>: Not all requirements are appropriate for services</p>			
No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
27.	Additional Terms and Conditions	OFAC	<input checked="" type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: Aon consulting agreements typically have additional terms and conditions regarding OFAC compliance. We would like to work with you to include these into the Agreement.</p>			
<p><u>Impact on RFP Requirement</u>: Required regulatory compliance language requested by Aon</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
28.	Section VII: Contract Provisions Article IV: Appendix C: Third Party Connection And Data Exchange Agreement Attachment 1 – Security Requirements 5. Citizen Notifications	If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department immediately that the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input checked="" type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: If Third Party maintains "identifying personal information" on behalf of the Department and such information is compromised, Third Party shall notify the Department <del>immediately that</del> <b>promptly that</b> the information has been compromised, the circumstances under which the information was compromised, and the measures undertaken by Third Party to address those circumstances and to otherwise mitigate the effects of the compromise.</p>			
<p><u>Impact on RFP Requirement</u>: No Impact on proposal</p>			

No.	RFP Section and Sub-Section Reference	RFP Requirement	Proposed Extraneous Term Type
29.	Appendix C: Third Party Connection And Data Exchange Agreement Attachment 3 – Third Party Acceptable Use Policy And Agreement X. Penalties	X. Penalties The User shall hold the State and DCS harmless from any loss or damage to the State and/or DCS resulting from the User's inappropriate disclosure of information covered by this User Agreement. Further, the User's non-compliance with this Agreement may result in the revocation of system privileges, termination of employment or contract with DCS, and/or criminal and/or civil penalties.	<input type="checkbox"/> Additional; <input type="checkbox"/> Supplemental; <input type="checkbox"/> "Or Equal"; or <input checked="" type="checkbox"/> Alternative
<p><u>Proposed Extraneous Term(s)</u>: We propose deleting X. Penalties.</p>			
<p><u>Impact on RFP Requirement</u>: No Impact on proposal</p>			

## 3.D. Key Subcontractors or Affiliates

At this part of its Administrative Proposal, the Offeror must provide a statement identifying all Key Subcontractors or Affiliates, if any, that the Offeror will be contracting with to provide Project Services and must, for each such Key Subcontractor or Affiliate identified, complete and submit Exhibit I.U.1; "Key Subcontractors or Affiliates:"

- 
1. Provide a brief description of the services to be provided by the Key Subcontractor or Affiliate; and
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Aon Consulting, Inc. will not be using any Key Subcontractors or Affiliates as it relates to our ability to provide the services anticipated by Request for Proposal.

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2. Provide a description of any current relationships with such Key Subcontractor or Affiliate and the clients/projects that the Offeror and Key Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the Project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Key Subcontractor or Affiliate for services to be provided by the Key Subcontractor or Affiliate relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide Project Services, the Offeror must provide a statement to that effect.

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Not applicable.

## 3.E. Reference Checks

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At this part of its Administrative Proposal, for the purpose of reference checks, the Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied Consulting Services Project Services similar to those required in this RFP. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. Otherwise, the Offeror must include, at minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this RFP. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this RFP. For each Reference provided the Offeror must complete and submit Exhibit I.V, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the Program manager and each key staff person proposed for this Program had in the referenced services.

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We provide the requested information on Exhibit I.V, earlier in this document. The current client references included are the State of Tennessee and Nokia; the former client reference used is the State of Delaware.

## 3.F. Financial Statements

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At this part of its Administrative Proposal, the Offeror must, provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that provides any of the Project Services; which are the subject matter of this RFP, provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the Procurement evaluation team to review the financial statements.

Note: If financial statements have not been prepared and/or audited, the Offeror /Key Subcontractor/ Affiliate must provide the following as part of its Administrative Proposal: a letter from a bank reference attesting to the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness. (Note: For purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an Affiliate organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

A brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/ Affiliate and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "The (Offeror/Key Subcontractor/ Affiliate's name) is currently and has been for "x" number of years a client in good standing";

Description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other); and,

Any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror /Key Subcontractor/Affiliate's financial viability and creditworthiness concerning the nature and scope of the Project Services, which are the subject matter of this RFP, and the Parties (i.e., Department, and the Offeror or the Offeror and Key Subcontractor or Affiliate) contractual obligations should the Offeror be awarded the resultant Contract.

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Our annual audited financial reports can be accessed via the following website: <http://ir.aon.com/about-aon/investor-relations/overview/default.aspx>.

## 3.G. Conflicts of Interest

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At this part of its Administrative Proposal, the Offeror must either list and describe all Conflicts of Interest or affirmatively state that no Conflicts of Interest exist. A Conflict of Interest means a situation which has or may influence or appear to influence, compromise or bias the Offeror's/Contractor's actions and/or judgments in the Offeror's/Contractor's performance of Project Services. Such situations may result from the Offeror's/Contractor's direct or indirect interests, including but not limited to, financial, business, proprietary or personal interests, in the operation and/or administration of the New York State Health Insurance Program (NYSHIP). A Conflict of Interest can result from relationships between the Offeror/Contractor and any individual, entity or organization that existed prior to or that may arise during the term of the Contract.

For each Conflict of Interest identified by the Offeror/Contractor, the Offeror/Contractor must describe what Firewalls and/or other controls, policies and procedures which a reasonable person would expect to provide corrective or mitigating action to adequately safeguard or protect the Department against any Conflict of Interest which have been or will be implemented by the Offeror/Contractor.

Notwithstanding the Conflicts of Interest and, if applicable proposed Firewalls or remedies identified by each Offeror/Contractor, the Department reserves the right to determine whether the Offeror/Contractor has a Conflict of Interest and, if so, whether to disqualify the Offeror or terminate the Contract.

Notwithstanding the preceding, where a Conflict of Interest has been determined to exist, the Department may, along with all other remedies available, require the Contractor to implement Firewalls and/or other controls, policies and procedures identified by the Offeror/Contractor or by the Department to adequately safeguard or protect the Department against any Conflict of Interest. Further, if the Department determines that the implemented Firewalls and/or other controls, policies and procedures do not adequately safeguard or protect against a Conflict of Interest, the Department may disqualify the Offeror or terminate the Contract.

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Aon Consulting, Inc. is unaware of any Conflicts of Interest – real or perceived – as it relates to our ability to provide the services anticipated by Request for Proposal.

## 3.G. Vendor Responsibility Questionnaire

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The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors.

1. If the Offeror or Key Subcontractor, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
2. If the Offeror has any employees in NYS, a confirmation of NYC's Worker's Compensation and NYS Disability coverage must be submitted.

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Please see the completion confirmation sheet on the following page.

### New York State VendRep System Vendor Responsibility For-Profit v2 Form

**CERTIFICATION:**

The undersigned, recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

**Reminder:**

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

**Legal Business Name:** AON CONSULTING INC  
**Certifier's Name:** James Christ  
**Certifier's Title:** Vice President  
**Certification Date:** May 10, 2017