



Certified: --

**E-113-22**

FILED WITH THE CLERK OF THE  
NASSAU COUNTY LEGISLATURE  
SEPTEMBER 26, 2022 9:11AM

**NIFS ID: CLPE22000004**

Capital:

Contract ID #: CQPE19000002

NIFS Entry Date: 05/27/2022

**Department: Human Resources**

Service: Sexual Harassment Prevention Training Consultant

Term: from 03/01/2022 to 05/05/2022

Contract Delayed: X

Slip Type: Amendment		
CRP:		
Time Extension: <b>X</b>		
Addl. Funds: <b>X</b>		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>Yes</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>No</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

Vendor/Municipality Info:	
Name: <b>The Aelict Group, LLC</b> DBA: <b>HRTrain</b>	ID#: <b>824068037</b>
Main Address: <b>2611 Merrick Road, Suite 27</b> <b>Bellmore, NY 11710</b> Contract Specific Address: <b>PO Box 27</b> <b>Bellmore, NY 11710</b>	
Main Contact: <b>Rena Cohen Kozin</b>	
Main Phone: <b>(516) 822-9004</b>	

Department:
Contact Name: <b>Kathy Hess</b>
Address: <b>1 West Street, Room 100</b> <b>Mineola, NY 11501</b>
Phone: <b>(516) 571-2882</b>
Email: <b>khess@nassaucountyny.gov</b>

## Contract Summary

<b>Purpose:</b> To add funds and extend CQPE19000002 to pay the invoices for timeframe March 2022 & April 2022.
<b>Method of Procurement:</b> RFP was issued on 7/27/18 and 7/28/2018. Advertised in Newsday and the County's bid board.
<b>Procurement History:</b> Three vendors submitted proposals. One vendor withdrew. The RFP committee conducted vendor presentation with the remaining 2 vendors as well as asking for Best and Final Offer Letters. Lowest bidder was selected.
<b>Description of General Provisions:</b> To continue to provide sexual harassment training to all county employees as mandated by the NYS Department of Labor, NYS Human Rights Commission and Nassau County Resolution #59-2018
<b>Impact on Funding / Price Analysis:</b> The maximum total amount of the contract, including the two year renewal, plus this two month extension \$139,451.61

The first year was \$48,000

The first year renewal was \$42,000

The second year renewal was \$42,000

This is for an extension to pay two invoices that total \$7,451.61

**Change in Contract from Prior Procurement:** Extending by two months to pay March and April 2022 invoices

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1100	DE	PEGEN1100	DE500	PEGEN1100 DE500	03	\$7,451.61
						TOTAL	\$7,451.61	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$7,451.61
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$7,451.61

## Routing Slip

Department			
NIFS Entry	Kathy Hess	08/26/2022 12:37PM	Approved
NIFS Final Approval	Marisa Howard	08/26/2022 12:39PM	Approved
Final Approval	Marisa Howard	08/26/2022 12:39PM	Approved
County Attorney			
Approval as to Form	Richard Soleymanzadeh	08/26/2022 03:29PM	Approved
RE & Insurance Verification	Andrew Amato	08/26/2022 01:26PM	Approved
NIFS Approval	Daniel Gregware	08/29/2022 07:37PM	Approved
Final Approval	Daniel Gregware	08/29/2022 07:37PM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	08/29/2022 02:48PM	Approved
NIFA Approval	Irfan Qureshi	08/29/2022 03:45PM	Approved
Final Approval	Irfan Qureshi	08/29/2022 03:45PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/30/2022 03:22PM	Approved
DCE Compliance Approval	Robert Cleary	08/31/2022 03:36PM	Approved
Vertical DCE Approval	Anissa Moore	09/09/2022 09:39AM	Approved
Final Approval	Anissa Moore	09/09/2022 09:39AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	09/23/2022 06:12PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending



RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY OFFICE OF HUMAN RESOURCES, AND THE AELIXT GROUP LLC D/B/A HRTRAIN.

WHEREAS, the County has negotiated an amendment to a personal services agreement with THE AELIXT GROUP LLC D/B/A HRTRAIN to provide sexual harassment prevention training services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with THE AELIXT GROUP LLC D/B/A HRTRAIN.

## AMENDMENT NO. 2

AMENDMENT (together with any appendices or exhibits attached hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Office of Human Resources, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"); and (ii) The Aeluxt Group LLC dba HRTrain, having its principal office at P.O. Box 27, Bellmore, New York 11710 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPE19000002 between the County and Contractor, dated March 1, 2019, as amended by CLPE20000003, dated October 7, 2020 (collectively, the "Original Agreement"), the Contractor provides sexual harassment training to all County employees, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2019 until February 28, 2022, unless sooner terminated in accordance with the terms of the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Contractor for Services under the Original Agreement, as full consideration for the Services provided during the Original Term, was One Hundred Thirty-two Thousand Dollars (\$132,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Agreement shall be extended so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 4, 2022.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Thousand Four Hundred Fifty-one Dollars and Sixty-one Cents (\$7,451.61), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Thirty-nine Thousand Four Hundred Fifty-one Dollars and Sixty-one Cents (\$139,451.61).

3. Payment. For the period of March 1, 2022 to May 4, 2022, Contractor shall be paid at a rate of Three Thousand Five Hundred Dollars (\$3,500.00) per month (to be pro-rated for the partial month in May 2022) for Services rendered to the County, which shall be paid in arrears in one (1) installment of Seven Thousand Four Hundred Fifty-one Dollars and Sixty-one Cents (\$7,451.61). All other payment terms provided in the Original Agreement shall remain in effect.


4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

THE AELIXT GROUP LLC DBA HRTRAIN

By:   
Name: Rena Cohen-Kozin  
Title: President and CEO  
Date: 07/07/22

NASSAU COUNTY

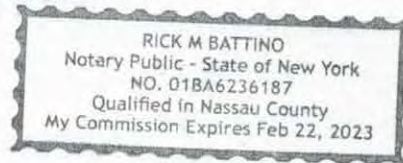
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
)

On the 7<sup>th</sup> day of July in the year 2022 before me personally came Rena Cohen Kozin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of The Aelxst Group LLC DBA HRTAIN, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)  
COUNTY OF NASSAU )ss.:  
IN SENATE,  
January 12, 1911.

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## Nassau County Interim Finance Authority

### **Contract Approval Request Form (As of January 1, 2015)**

**1. Vendor: The Aelixt Group, LLC**

**2. Amount requiring NIFA approval: \$7,451.61**

**Amount to be encumbered: \$7,451.61**

Slip Type: Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term: 03/01/2022 to 05/05/2022**

Has work or services on this contract commenced? Yes

If yes, please explain: The Aelixt Group/HRTrain has continuously provided services to us

**4. Funding Source:**

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

This is to extend and add money to the contract so that the March and April invoices can be paid

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

08/29/2022

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**Authenticated User**

**Date**

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## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

**If this is a capital project:**

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

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**Authenticated User**

**Date**

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**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

Elaine Phillips  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: The Aelixt Group, LLC dba HR Train

CONTRACTOR ADDRESS: P.O. Box 27, Bellmore, NY 11710

FEDERAL TAX ID #: 82-4088037

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on 7/27/18 and 7/28/18 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 9/10/18 [date]. Three (3) [state #] proposals were received and evaluated. The evaluation committee consisted of: Kerrin Huber, HR; Allison Malhame, Shared Services; MaryElisabeth Ostermann, EEO; Chris Nolan, OMB,; as voting members, and Susan Tokarski, Counsel.

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on 8/5/19 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after a written request for proposals was issued on 7/27/18 and 7/28/18. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website.

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition,** if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

8/17/2022  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Rena Cohen Kozin state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: The Aelixt Group, LLC dba HRTrain

Vendor's Address: 2100 Vine Drive Merrick NY US 11566

Vendor's EIN or TIN: 82-4068037

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:

No Political Campaign Contribution Disclosure Forms have been selected.

Lobbyist Registration and Disclosure Form:

No Lobbyist Registration and Disclosure Forms have been selected.

Business History Form certified:

No Business History Forms have been selected.

Consultant's, Contractor's, and Vendor's Disclosure Form:

No Consultant's, Contractor's, and Vendor's Disclosure Forms have been selected.

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

No principal questionnaires have been selected.

I, Rena Cohen Kozin hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

### CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Rena Cohen Kozin RENA@HRTRAIN.COM

*Name*

President and CEO

*Title*

The Aelixt Group, LLC dba HRTrain

*Name of Submitting Entity*

08/05/2022 02:58:02 PM

*Date*

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 08/05/2022

1) Proposer's Legal Name: The Aelixt Group, LLC dba HRTrain

2) Address of Place of Business: 2611 Merrick Road, Suite 27

City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710

Country: US

3) Mailing Address (if different): 2611 Merrick Road, Suite 27

City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710

Country: US

Phone: (516) 822-9004

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 105071709

5) Federal I.D. Number: 824068037

6) The proposer is a: Partnership (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
- YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

HRTrain maintains a strong code of ethics and conflict of interest - we do not retain lobbyists or have any material financial relationships with any other organizations.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/05/1996

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Rena Cohen Kozin, President and CEO  
Dan Papetti, VP and COO

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Rena Cohen Kozin, President and CEO  
Dan Papetti, VP and COO

*No officers and directors from this company have been attached.*

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

0

- vi) Annual revenue of firm;

400000

- vii) Summary of relevant accomplishments

Rena Cohen Kozin and Dan Papetti purchased ownership in 2018 after working and running the company for many years.  
One of the first online training companies to move away from FLASH to HTML5.  
Launched new training courses in 2019 as well as Spanish versions of Harassment Prevention

- viii) Copies of all state and local licenses and permits.



B. Indicate number of years in business.

27

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

HRTrain originally started in 1996/HRTrain was purchased in 2018 by Rena Cohen Kozin and Dan Papetti who had been employed by the organization since 2004 and 2001, respectively

Rena Cohen Kozin and Dan Papetti purchased ownership after working and running the company for many years. We are committed to the continued success and growth of HRTrain. We have had a 35% increase in clients over the last three years

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	City of Poughkeepsie		
Contact Person	Regina Pittman		
Address	62 Civic Center Plaza		
City	Poughkeepsie	State/Province/Territory	NY
Country	US		
Telephone	(845) 451-4220		
Fax #	(845) 451-4121		
E-Mail Address	rpittman@cityofpoughkeepsie.com		

Company	Chautauqua County Government		
Contact Person	Janet McCanna		
Address	Gerace Office Building, Room 144 3 North Erie Street		
City	Mayville	State/Province/Territory	NY
Country	US		
Telephone	(716) 753-4237		
Fax #			
E-Mail Address	McCannaJ@chqgov.com		

Company	Bowlero		
Contact Person	Tammy Rivera		
Address	4600 North West 23rd St.		
City	Oklahoma City	State/Province/Territory	OK
Country	US		
Telephone	(405) 922-4790		
Fax #			
E-Mail Address	TRivera@BowleroCorp.com		

I, Rena Cohen Kozin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rena Cohen Kozin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: The Aelixt Group, LLC dba HRTrain

Electronically signed and certified at the date and time indicated by:  
Rena Cohen Kozin [RENA@HRTRAIN.COM]

President and CEO  
Title

08/05/2022 03:38:27 PM  
Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Rena Cohen Kozin [RENA@HRTRAIN.COM]

Dated: 08/05/2022 02:52:18 PM

Vendor: The Aelixt Group, LLC dba HRTrain

Title: President and CEO



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Rena Cohen Kozin [RENA@HRTRAIN.COM]

Dated: 08/05/2022 02:55:12 PM

Vendor: The Aelixt Group, LLC dba HRTrain

Title: President and CEO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**The term "lobbying" or "lobbying activities" does not include:** Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Dan Papetti  
Date of birth: 03/25/1976  
Home address: 196 N. 6th St.  
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757  
Country: US

Business Address: 2611 Merrick Road, Suite 27  
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710  
Country: US  
Telephone: (516) 822-9004

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>02/27/0018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/27/0018</u>
Vice President	<u>02/27/2018</u>		
(Other)			

Type	Description	Start Date
Partner		02/27/2018

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, I have a 49% equity interest in the business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

A previous accountant I utilized for financial matters, erred and failed to report IRA withdrawals utilized to purchase and remodel a home. This was discovered and corrected by my current accountant. I am now current on payments to the IRS with a remaining balance of \$14,000.

I, Daniel Papetti , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Daniel Papetti , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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The Aelixt Group, LLC dba HRTrain

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Daniel Papetti [DAN@HRTRAIN.COM]

Vice President and COO

Title

04/08/2022 05:58:34 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Rena Cohen Kozin  
Date of birth: 09/11/1957  
Home address: 2100 Vine Drive  
City: Merrick State/Province/Territory: NY Zip/Postal Code: 11566  
Country: US

Business Address: 2611 Merrick Road, Suite 27  
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710  
Country: US  
Telephone: (516) 822-9004

Other present address(es):  
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710  
Country: US  
Telephone: 5168229004

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>02/27/2018</u>	Treasurer	
Chairman of Board		Shareholder	<u>02/27/2018</u>
Chief Exec. Officer	<u>02/27/2018</u>	Secretary	
Chief Financial Officer		Partner	<u>02/27/2018</u>
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I have a 51% equity share in the business

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I may be an officer in my husband's business, Gold Star Coverage LTD, in order to be a signatory for certain

circumstances if required.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever

initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you

been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Rena Cohen Kozin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rena Cohen Kozin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Aelixt Group, LLC dba HRTrain

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

President and CEO

Title

08/23/2022 01:04:53 PM

Date



## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The Aelixt Group, LLC dba HRTrainAddress: PO Box 27City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710Country: US2. Entity's Vendor Identification Number: 8240680373. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	<u>Rena</u>
Last Name	<u>Cohen Kozin</u>
MI	_____ Suffix _____
Address	<u>2100 Vine Drive</u>
City	<u>Merrick</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11566</u>
Country	<u>US</u>
Position	<u>President and CEO</u>

First Name	<u>Dan</u>
Last Name	<u>Papetti</u>
MI	_____ Suffix _____
Address	<u>196 N. 6th St.</u>
City	<u>Lindenhurst</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11757</u>
Country	<u>US</u>
Position	<u>Vice President and COO</u>

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

First Name	<u>Rena</u>
Last Name	<u>Cohen Kozin</u>
MI	_____ Suffix _____
Address	<u>2100 Vine Drive</u>
City	<u>Merrick</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11566</u>

Country			
Position	President and CEO		
<hr/>			
First Name	Dan		
Last Name	Papetti		
MI		Suffix	
Address	196 N. 6th St.		
City	Lindenhurst	State/Province/Territory:	NY
Country		Zip/Postal Code:	11757
Position	Vice President and COO		

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

Dated: 08/05/2022 02:56:52 PM

---

Title: President and CEO

---

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
04/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State National Insurance Company, Inc. NAIC #: 12831 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> THE AELIXT GROUP LLC DBA HRTRAIN 2100 Vine Dr Merrick, NY 11566		

## COVERAGES

CERTIFICATE NUMBER: 0075262

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	NXT47TDRCJ-00-GL	05/01/2022	05/01/2023	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00					
	MED EXP (Any one person) \$15,000.00					
	PERSONAL & ADV INJURY \$1,000,000.00					
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	X	NXT47TDRCJ-00-GL	05/01/2022	05/01/2023	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Nassau County. This Certificate Holder is an Additional Insured on the General Liability policy with respect to ongoing operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 1 West St Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
04/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> <b>PHONE (A/C No., Ext.):</b> (855) 222-5919 <b>FAX (A/C No.):</b> <b>E-MAIL ADDRESS:</b> support@nextinsurance.com <b>PRODUCER CUSTOMER ID:</b>														
<b>INSURED</b> THE AELIXT GROUP LLC DBA HRTRAIN 2100 Vine Dr Merrick, NY 11566	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> State National Insurance Company, Inc.</td> <td>12831</td> </tr> <tr> <td><b>INSURER B:</b></td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> State National Insurance Company, Inc.	12831	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES**
**CERTIFICATE NUMBER:** 0075262

**REVISION NUMBER:**
**LOCATION OF PREMISES / DESCRIPTION OF PROPERTY** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> <b>PROPERTY</b>	NXTCXP49X-00-CP	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> <b>BUILDING</b>	\$
	<input type="checkbox"/> <b>CAUSES OF LOSS</b>				<input checked="" type="checkbox"/> <b>PERSONAL PROPERTY</b>	\$17,000.00
	<input type="checkbox"/> <b>BASIC</b>				<input checked="" type="checkbox"/> <b>BUSINESS INCOME</b>	\$Included
	<input type="checkbox"/> <b>BROAD</b>				<input checked="" type="checkbox"/> <b>EXTRA EXPENSE</b>	\$Included
	<input checked="" type="checkbox"/> <b>SPECIAL</b>				<input type="checkbox"/> <b>RENTAL VALUE</b>	\$
	<input type="checkbox"/> <b>CONTENTS</b>				<input type="checkbox"/> <b>BLANKET BUILDING</b>	\$
	<input type="checkbox"/> <b>EARTHQUAKE</b>				<input type="checkbox"/> <b>BLANKET PERS PROP</b>	\$
	<input type="checkbox"/> <b>WIND</b>				<input type="checkbox"/> <b>BLANKET BLDG &amp; PP</b>	\$
	<input type="checkbox"/> <b>FLOOD</b>					\$
	<input type="checkbox"/>					\$
	<input type="checkbox"/> <b>INLAND MARINE</b>	<b>TYPE OF POLICY</b>			<input type="checkbox"/> <b>EQUIPMENT</b>	\$
	<input type="checkbox"/> <b>CAUSES OF LOSS</b>	<b>POLICY NUMBER</b>			<input type="checkbox"/> <b>MISC TOOLS</b>	\$
	<input type="checkbox"/> <b>NAMED PERILS</b>				<input type="checkbox"/> <b>BORROWED TOOLS</b>	\$
	<input type="checkbox"/> <b>OPEN PERILS</b>					\$
	<input type="checkbox"/> <b>CRIME</b>					\$
	<input type="checkbox"/> <b>TYPE OF POLICY</b>					\$
	<input type="checkbox"/> <b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$
						\$
						\$
						\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

 Nassau County  
 1 West St  
 Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**Workers'  
Compensation  
Board**

**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

***\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

**Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

**In the Application of  
(Legal Entity Name and Address):**

The Aeluxt Group, LLC  
DBA: HRTrain  
2611 Merrick Rd Unit 27  
Bellmore, NY 11710-6002  
PHONE: 888-478-7246 FEIN: XXXXX8037

**Business Applying For:  
Contract with Government Agency**

**From: County of Nassau**

**Workers' Compensation Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

**Partners / Members:** Rena Cohen Kozin, Daniel Papetti

**Disability and Paid Family Leave Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Rena Cohen Kozin, am the Member with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

**SIGN  
HERE**

**Signature:**

**Date:** 04/04/22

**Exemption Certificate Number**

2022-020631

**Received**

April 1, 2022

**NYS Workers' Compensation Board**

# CERTIFICATE OF INSURANCE COVERAGE

## NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p>     <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p>   <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>3c. Policy effective period _____ to _____</p>

4. Policy provides the following benefits:


- ☐ A. Both disability and paid family leave benefits.
- ☐ B. Disability benefits only.
- ☐ C. Paid family leave benefits only.

5. Policy covers:

- ☐ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- ☐ B. Only the following class or classes of employer's employees:

\_\_\_\_\_

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 NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed \_\_\_\_\_ By  \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**





## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

**Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.**

### NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) 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 employment as defined in this article, 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 the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. 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 disability benefits to any such employee if so employed.

(b) 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 employment as defined in this article and 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 the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



**Workers'  
Compensation  
Board**

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p><b>1a. Legal Name &amp; Address of Insured (use street address only)</b>  Halpern &amp; Scrom Law PLLC  1225 Franklin Ave. Ste 325  Garden City, NY 11530</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b>  516-466-3200</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b>  85-4209405</p>
<p><b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>  COUNTY OF NASSAU  1 WEST STREET  MINEOLA, NY 11501</p>	<p><b>3a. Name of Insurance Carrier</b>  Property and Casualty Insurance Company of Hartford</p> <p><b>3b. Policy Number of Entity Listed in Box "1a"</b>  12 WEC DX2640</p> <p><b>3c. Policy effective period</b>  <u>03/08/2022</u> to <u>03/08/2023</u></p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input type="checkbox"/> included. (Only check box if all partners/officers included)  <input checked="" 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".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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: Dina Zaccaro  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Dina Zaccaro 03/16/2022  
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 732-908-5575

**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 (9-17)**

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.



E-119-19

**NIFS ID:CQPE19000002 Department: Human Resources**

**Capital:**

SERVICE: EEO Sexual Harassment Training

Contract ID #:CQPE19000002

NIFS Entry Date: 03-APR-19

Term: from 01-MAR-19 to 29-FEB-20

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>The Aelxt Group, LLC dba HRTrain</b>	Vendor ID#: <b>824068037</b>
Address: PO Box 27 Bellmore, NY 11710	Contact Person: Rena Cohen Kozin
	Phone: 516-822-9004 x407

<b>Department:</b>
Contact Name: Kerrin Huber
Address: 1 West Street, Room 100 Mineola, NY 11501
Phone: 516-571-4246

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2019 MAY 23 P 1:33

**Routing Slip**

Department	NIFS Entry: X	03-APR-19 -- KHESS
Department	NIFS Approval: X	10-APR-19 -- KHUBER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	15-APR-19 -- IQURESHI
OMB	NIFS Approval: X	10-APR-19 -- SDEWS
County Atty.	Insurance Verification: X	10-APR-19 -- AAMATO
County Atty.	Approval to Form: X	11-APR-19 -- MNORIAT
CPO	Approval: X	24-APR-19 -- KOHAGENCE

DCEC	Approval: X	24-APR-19 -- JCHIARA
Dep. CE	Approval: X	29-APR-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	23-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> To provide Sexual Harassment training to all County employees as mandated by the NYS Labor Department and NYS Human Rights Commission, as well as Nassau County Local Resolution #59-2018.
<b>Method of Procurement:</b> RFP was issued on 7/27/18 and 7/28/2018. Advertised in Newsday and the County's bid board.
<b>Procurement History:</b> Three vendors submitted proposals. One vendor withdrew. The RFP committee conducted vendor presentation with the remaining 2 vendors as well as asking for Best and Final Offer Letters. Lowest bidder was selected.
<b>Description of General Provisions:</b>
<b>Impact on Funding / Price Analysis:</b> \$48,000 for the first year of the contract with 2 - 1yr options to renew at \$42,000 each year
<b>Change in Contract from Prior Procurement:</b> n/a
<b>Recommendation:</b> (approve as submitted) approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	10	Revenue		1	PEGEN1100	\$ 48,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE500	County	\$ 48,000.00			\$ 0.00
Transaction:		Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 48,000.00</b>		<b>TOTAL</b>	<b>\$ 48,000.00</b>

RENEWAL	
% Increase	
% Decrease	



## Nassau County Interim Finance Authority

### **Contract Approval Request Form (As of January 1, 2015)**

1. **Vendor:** The Aelixt Group, LLC dba HRTrain

2. **Dollar amount requiring NIFA approval:** \$132000

**Amount to be encumbered:** \$48000

This is a New

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. **Contract Term:** 3/1/2019 - 2/29/20

Has work or services on this contract commenced? N       

If yes, please explain:

4. **Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. **Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To provide Sexual Harassment training to all County employees as mandated by the NYS Labor Department and NYS Human Rights Commission, as well as Nassau County Local Resolution #59-2018.

6. **Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

7. **Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount



## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

15-APR-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

E-119-19

RULES RESOLUTION NO. ~~160~~ 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF HUMAN RESOURCES AND THE AELIXT GROUP LLC DBA HRTRAIN.

Passed by the Rules Committee  
Nassau County Legislature  
By Vote Yes on 6-3-19  
VOTING:  
Ayes 7 Nays 0 Absent 0 Recused 0  
7 Legislature present

WHEREAS, the County has negotiated a personal services agreement with The Aeluxt Group LLC dba HRTrain to provide sexual harassment prevention training to all County employees, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with The Aeluxt Group LLC dba HRTrain.




LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



KERRIN J. HUBER  
DIRECTOR OF HUMAN RESOURCES

## OFFICE OF HUMAN RESOURCES

To: Robert Cleary  
From: Kerrin Huber, Director of Human Resources   
Date: April 24, 2019  
Subject: Retroactive Contract – The Aeluxt Group, LLC dba – HR Train

---

Please take this memo as notification that the Office of Human Resources has submitted a retroactive contract (CQPE19000002) with The Aeluxt Group, LLC dba – HR Train with a date of March 1, 2019. The vendor has not yet commenced work.

In 2018, the NYS Department of Labor and Division of Human Rights mandated that NYS employees are to be provided with annual Sexual Harassment Prevention training. In accordance with this mandate from the State, the Nassau County Legislature passed Res 59-2018, mandating the County to update its Equal Employment Opportunity Policy to include Sexual Harassment Prevention training and for the County to hire a training consultant to provide such training in compliance with the new State mandates.

As such, the County issued a Request for Information (RFI) in June 2018 seeking vendors to provide information and make recommendations for the types of trainings to be compliant with the State and local mandates. Three (3) proposals were submitted for review.

Based on the information received through the RFI process the County issued a Request for Proposal (RFP) in July 2018 with a reissuance of the RFP in August of 2018 due to low response from the first issued RFP. The County received three (3) responses from the RFP process. An RFP committee (committee) was formed and all three (3) proposals were reviewed by the committee, with only two (2) agreeing to present and submit Best and Final Offer Letters (BAFO). The third vendor pulled out of the RFP the process. Based on the RFP proposal, presentations made and BAFO letters received, the committee choice The Aelist Group, LLC dba – HR Train for the County's training consultant with an award letter issued to the vendor on January 3, 2019.

The delay in submitting the contract for approval was due to the fact that the vendor and County Attorney were discussing and finalizing the contract language and disclosure forms required for submission. Further delay was due to the vendor originally being a registered under a different name that needed to be changed, as well as the vendor not being aware that they had to re-register in 2019 on the County's new vendor portal.

Thank you for your time and attention to this matter.

ONE WEST STREET - MINEOLA, NEW YORK 11501-4895  
Telephone: 516-571-3072  
Fax: 516-571-4384  
HumanResources@nassaucountyny.gov

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: The Aelixt Group, LLC dba HR Train

CONTRACTOR ADDRESS: P.O. Box 27, Bellmore, NY 11710

FEDERAL TAX ID #: 82-4088037

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ on \_\_\_\_\_. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 7/27/18 and 7/28/18. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 9/10/18. Three (3) proposals were received and evaluated. The evaluation committee consisted of: Kerrin Huber, HR; Allison Malhame, Shared Services; MaryElisabeth Ostermann, EEO; Chris Nolan, OMB; as voting members and Susan Tokarski, Counsel. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_  
[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☒ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.


**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature

4/1/2019  
\_\_\_\_\_  
Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

Dated: 03/26/2019 10:31:57 AM

Vendor: The Aeluxt Group, LLC dba HRTrain

Title: President and CEO

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Rena Cohen Kozin  
Date of birth: 09/11/1957  
Home address: 2100 Vine Drive  
City: Merrick State: NY Zip Code: 11710  
Business Address: PO Box 27  
City: Bellmore State: NY Zip Code: 11710  
Telephone: (516) 822-9004  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  

President	<u>02/27/2018</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>02/27/2018</u>
Chief Exec. Officer	<u>02/27/2018</u>	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/27/2018</u>
Vice President	_____		
(Other)	_____		
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
I have a 51% equity share in the business
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



I, Rena Cohen Kozin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rena Cohen Kozin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Aeluxt Group, LLC dba HRTrain

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

President and CEO

Title

03/28/2019 07:53:45 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dan Papetti  
Date of birth: 03/25/1976  
Home address: 196 N. 6th St.  
City: Lindenhurst State: NY Zip Code: 11757  
Business Address: PO Box 27  
City: Bellmore State: NY Zip Code: 11710  
Telephone: (516) 822-9004  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>02/27/2018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/27/2018</u>
Vice President	<u>02/27/2018</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, I have a 49% equity interest in the business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Dan Papetti , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dan Papetti , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Aeluxt Group, LLC dba HRTrain

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dan Papetti [RENA@HRTRAIN.COM]

Vice President and COO

Title

03/28/2019 07:55:29 PM

Date



### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 03/26/2019

1) Proposer's Legal Name: The Aelixt Group, LLC dba HRTrain

2) Address of Place of Business: PO Box 27

City: Bellmore State: NY Zip Code: 11710

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 824068037

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
  
b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
  
c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
  
d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.  
  
e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable

federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists
- (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists
- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
HRTrain maintains a strong code of ethics and conflict of interest - we do not retain lobbyists or have any material financial relationships with any other organizations.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;  
01/17/2018
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.  
Rena Cohen Kozin  
Dan Papetti
- iii) Name, address and position of all officers and directors of the company. If none, explain.  
Rena Cohen Kozin, President and CEO  
Dan Papetti, Vice President and COO
- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
0
- vi) Annual revenue of firm;  
225000
- vii) Summary of relevant accomplishments  
Rena Cohen Kozin and Dan Papetti purchased ownership after working and running the company for many years.



One of the first online training companies to move away from FLASH to HTML5.  
Launched two new training courses in 2018.

B. Indicate number of years in business.

1

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Rena Cohen Kozin and Dan Papetti purchased ownership after working and running the company for many years. We are committed to the continued success and growth of HRTrain.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	City of Poughkeepsie		
Contact Person	Joanne Daley		
Address	62 Civic Center Plaza		
City	Poughkeepsie	State	NY
Telephone	(845) 451-4220		
Fax #	(845) 451-4121		
E-Mail Address	JDaley@cityofpoughkeepsie.com		

Company	Warren County		
Contact Person	Terri Wright		
Address	Wayne Dumont Administration Building, County Route 519 S.		
City	Belvidere	State	NJ
Telephone	(908) 475-6583		
Fax #	(908) 475-6587		
E-Mail Address	twright@co.warren.nj.us		

Company	Merrick Jewish Centre		
Contact Person	Tammy Rivera		
Address	2100 Vine Drive		
City	Merrick	State	NY
Telephone	(516) 868-1767		
Fax #	(918) 512-4792		
E-Mail Address	rcohenkozin@gmail.com		

I, Rena Cohen Kozin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rena Cohen Kozin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: The Aelixt Group, LLC dba HRTrain

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

President and CEO

Title

03/27/2019 11:27:55 AM

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The Aelixt Group, LLC dba HRTrain

Address: PO Box 27

City: Bellmore State: NY Zip Code: 11710

2. Entity's Vendor Identification Number: 824068037

3. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached file(s):

YES ☐ NO ☒

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Rena Cohen Kozin  
Dan Papetti

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a

signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:  
Rena Cohen Kozin [RENA@HRTRAIN.COM]

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Dated: 03/29/2019 10:21:18 AM

Title: President and CEO

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 11501 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of Human Resources**, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department") and (ii) **The Aeliox Group LLC dba HRTrain**, having its principal office at P.O. Box 27, Bellmore, New York 11710 (the "Contractor").

### WITNESSETH:

WHEREAS, in accordance with Resolution 59-2018, the Nassau County Legislature resolved, inter alia, that the County seek a consultant to provide sexual harassment training to all County employees, that complies with or exceeds the standards promulgated by the State of New York for such training (Exhibit A); and

WHEREAS, the County issued a Request for Proposals #PE0723-1820, dated July 23, 2018, seeking to hire an independent and qualified consultant to work with the County to develop a training plan and provide sexual harassment prevention training to all County employees and

WHEREAS, the Contractor, having submitted a proposal in response to the RFP and a subsequent best and final offer (collectively Exhibit B), desire to perform the services described in this Agreement; and

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on March 1, 2019 and terminate on February 29, 2020 ("Year One") with the option to renew for up to two (2) additional one (1) year periods, under the same terms and conditions contained herein, for a total term of three (3) years, subject to the County's right of early termination as provided in this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of assisting the County in developing a training plan and providing sexual harassment prevention training to all County employees that is designed to meet or exceed the minimum standards developed by NYS Department of Labor and the Division of Human Rights, as promulgated by NYS (the "Services"), as more fully described in Exhibit B, attached hereto and incorporated herein by reference.
3. Payment. (a) Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services, under this Agreement, shall not exceed the sum of One Hundred Thirty-Two Thousand Dollars (\$132,000.00) (the "Maximum Amount") which shall be payable as follows:
  - (i) Forty-Eight Thousand Dollars (\$48,000.00) for Year One;
  - (ii) Forty-Two Thousand Dollars (\$42,000.00) for the first renewal year; and
  - (iii) Forty-Two Thousand Dollars (\$42,000.00) for the second renewal year.

- (b) The Contractor acknowledge that the County will partially encumber funds to be applied

toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledge that the first encumbrance shall be Forty-eight Thousand Dollars (\$48,000.00) for Year One as set forth in paragraph 3(a)(i) above. Thereafter, the Department shall notify the Contractors of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(c) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractors shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.



7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Right to Works/Ownership of Work Product/Copyright.

(a) Contractor retains all right, title and interest, including all copyrights, patent rights and trade secret rights, in any Contractor property or works. Contractor hereby grants to County a non-exclusive, irrevocable, non-transferable, royalty-free, perpetual internal use license to use such Contractor Works. As used in this Agreement, the term "Contractor Works" means any of the following: (i) any software program, algorithm, process, methodology, documentation, report, data, flow diagram, document, or other material owned, generated, or distributed by Contractor prior to or separately from this Agreement; or (ii) any tools or utilities developed by or on behalf of Contractor or used by Contractor.

(b) The County retains sole ownership and all right, title, and interest in and to the any reports, documents

data, photographs, deliverables, and/or other materials provided by the County ("County Works") to the Contractor for services under this Agreement. Contractor will only use County Works in accordance with this Agreement.

(c) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the County.

(d) Any reports, documents, data, photographs, deliverables, and/or other materials provided pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" pursuant to Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County shall be the copyright owner thereof and of all aspects, elements, and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written permission of the County. The County may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the County and set forth in the license.

(e) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort and agrees to provide any and all documentation necessary to accomplish this.

(f) The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement.

9. Confidentiality.

(a) The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement ("Confidential Information"). The Contractor agrees to maintain the confidentiality of such Confidential Information by using a reasonable degree of care and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. The Contractor agrees that Confidential Information shall not be made available to any person or entity without the prior written approval of the County.

(b) Required Disclosure: Notwithstanding any inconsistent provision in this Agreement Contractor shall not be liable for disclosure of Confidential Information to the extent disclosure is required by virtue of court order, subpoena, other validly issued administrative or judicial notice or order, or pursuant to applicable law ("Required Disclosure"); provided that, in such event Contractor has given the County prompt notice in writing or by email of Required Disclosure.

(c) The provisions of this Section shall survive termination of the Agreement.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

12. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) In addition to the foregoing, the County consents to the Contractor subcontracting certain Services to Jules Halpern Associates LLC, and it is agreed by the parties that the following shall act as a Subcontractor for the provision of certain Services under this Agreement: (i) Jules Halpern Associates LLC, having its principal office at 1225 Franklin Avenue, Garden City, New York 11530. Nothing in this Agreement or otherwise shall create any contractual relationship between the County and the Contractor's subcontractor. The Contractor is and shall remain primarily liable for the successful completion of all Services in accordance with this Agreement. The Contractor agrees to be fully responsible to the County for the acts and omissions of its subcontractors. Payments for services provided by Jules Halpern shall be made to Contractor, who will be



responsible for paying this subcontractor. The County therefore shall have no obligation to pay or to enforce the payment of any moneys to any Contractor subcontractors.

(c) Notwithstanding Section 12(a) and 12(b) above, the Contractor shall ensure that their subcontractor shall not further subcontract, or otherwise engage an independent contractor or agent to provide any Services under this Agreement without the prior written consent of the Department, and any purported subcontracting done without such prior written consent by the Department shall be null and void.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

15. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in

correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006, and amended again by Ordinance Number 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

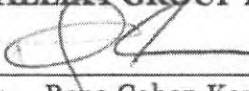
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

**THE AELIXT GROUP LLC dba HRTRAIN**

By:   
Name: Rena Cohen Kozin  
Title: President and CEO  
Date: 03/24/19

**NASSAU COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 24<sup>th</sup> day of March in the year 2019 before me personally came Rena Cohen Rozin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Managing Member of The Aelx Group LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

L. f.

KATHERINE LEON  
Notary Public - State of New York  
NO. 01LE6338596  
Qualified in Nassau County  
My Commission Expires Mar 14, 2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.



As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Rena Cohen Kozin (Name)

2100 Vine Drive, Merrick, NY 11576 (Address)

516 4485420 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

03/19/18  
Dated

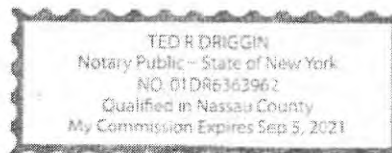
[Signature]  
Signature of Chief Executive Officer

Rena Cohen Kozin  
Name of Chief Executive Officer

Sworn to before me this

19 day of March, 2019.

[Signature]  
Notary Public







Jules Halpern Associates LLC  
1225 Franklin Avenue, Suite 200  
Garden City, NY 11530  
516.466.3200  
jhalpern@halpernadvisors.com  
www.halpernadvisors.com

The Aeluxt Group LLC dba HRTrain  
P.O. Box 27  
Bellmore, NY 11710  
516.822.9004  
rena@hrtrain.com  
www.hrtrain.com

August 31, 2018

**BY HAND**

Kerrin J. Huber  
Director of Human Resources  
Nassau County Office of Human Resources  
1 West Street, Room 100  
Mineola, NY 11501

**Re: Scope of Services - RFP - SCP# PE0820-1822**

Dear Ms. Huber:

**I. Introduction**

We are excited for our respective companies/firms' to be partnering on this RFP for Nassau County (the "County"). As County-based firms we are both able to respond to the County's training needs in a manner that will be both efficient and professional. HRTrain's reputation in online training, as well as Jules Halpern Associate LLC's ("JHA") extensive experience in live training, make us a solid team to handle this initiative.

**HRTrain**

HRTrain is a well-known developer and distributor of online compliance training courses in the Human Resources arena. HRTrain provides a fully customized, cost-effective and intuitive approach to workforce training that enables large numbers of employees to access interactive, highly relevant, topical online courses, built on multidimensional adult learning principles. Our courses are designed and written by employment attorneys and subject matter experts.

HRTrain's online courses have been delivered to hundreds of organizations of different sizes and in diverse industries including technology, finance, manufacturing, health care, food service, and



government and educational sectors, just to name a few. We currently have over 250 active clients utilizing one or more of our online training courses. We pride ourselves on our ability to customize our training and our exemplary client support.

HRTrain is currently in the process of obtaining M/WBE certification.

*- Nassau City  
✓ NYU?*

HRTrain's most popular courses focus on training employees on the prevention of discriminatory harassment in the workplace. *What Supervisors Need to Know about Discriminatory Harassment*, an award-winning course, is designed to use realistic workplace scenarios to instruct supervisors on how to identify potential problems related to discriminatory harassment and to follow the County's discriminatory harassment policy.

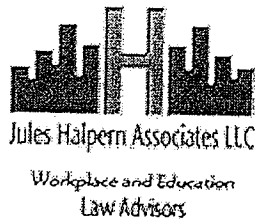
Another version, *What Everyone Needs to Know about Discriminatory Harassment*, is ideal for training the general workforce on the prevention of discriminatory workplace harassment. In this version, employees are trained to recognize the issues surrounding discriminatory harassment as they move through realistic scenarios and interactive IMs, emails and memos to decide how to address potential harassment.

Standard customization of the harassment prevention training courses includes a personalized title page with the County's logo, a message from your senior leadership, as well as the County's Discriminatory Harassment Policy. Although we have a "standard" supervisor version of the training with select scenarios and a "standard" employee version of the training with select scenarios, we also have many "optional" scenarios which can be used instead of, or in addition to the standard scenarios, so that the training can most closely match the needs of the County. These optional scenarios address additional issues and protected classes and are set in different workplace environments.

Since we develop the training ourselves, we can also provide more in-depth customization to suit the County's requirements, if necessary. We will also be updating our training so that it conforms to the recently released New York State anti-harassment guidance.

*response to  
employees  
give of form  
online*

We will host the training and deliver the training utilizing our sophisticated, but easy to use, Compliance Tracking Tool. This password protected website allows your organization to access information about the employees that have been registered for the training including real-time reports that electronically track employee initiation of the training and completion of assigned training. This tool will also create PDF files of Certificates of Completions. Additionally, this tool allows us to send out email reminders, at any frequency you determine, to employees who have not completed the training. We will provide training to you and your associates on how to utilize the tool and maximize the quality of the reports that this tool provides.



### Jules Halpern Associates LLC

Jules Halpern founded JHA in 2004 after spending over 25 years working in large organizations as the lead labor and employment attorney. Paul Scrom joined JHA in 2013 as an attorney having prior experience in labor and employment matters, and became a partner with firm in 2018. Peter Goodman, Of Counsel to JHA, is a seasoned employment attorney, who has solid experience delivering human resources training.

JHA maintains its reputation as a very responsive, highly-regarded law firm providing practical creative legal services to its clients. As attorneys, we have kept a close eye on the legal developments regarding anti-discrimination and harassment in New York State. We are well-versed in the New York State Human Rights Laws and tailor our training according to the laws. Specifically, our training harmonizes with the State's recently released guidance, including the standards established for anti-harassment training and policies.

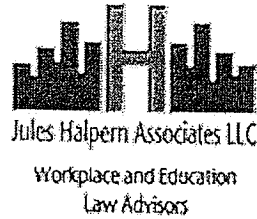
We pride ourselves over our extensive experience in delivering HR-compliance training to a wide range of clients, both for profit and not-for-profit. We also conduct, for the past 14 years, internal harassment and discrimination investigations for a prestigious public-sector financial regulatory agency (the agency prefers to remain anonymous for reasons of confidentiality).

We are constantly perfecting and updating the materials we use when we train. We customize our materials for each client and would plan to do so for the County. This would include circulating excerpts of the County's EEO and anti-harassment policies to training attendees. During the training, we would also review the policies and the appropriate individuals for an employee to contact if he or she is being harassed.

Since we practice law every day, we are able to utilize real-life examples from actual cases we have experienced in our practice, or are familiar with, by always staying current with developments in our field. We are one of the few boutique law firms that prepares an original monthly newsletter, updating our clients and colleagues on important developments in workplace laws and regulations.

Besides the PowerPoint slides we modify for each presentation, we prepare a "User Guide," a takeaway for participants, which summarizes, in easy-to-read form, the content of the session. The User Guide can be used as a reference tool during the training, as well as a handy guide for perusal at a later time, should a harassment issue or question arise.

We design case scenarios, which we customize for each client, so that the principles we discuss can be reinforced through real-life situations. When we train we ask for different participants to volunteer to read individual lines from the Case Studies, so that the factual situations can be *live training?*



dramatized. These Case Studies act as an ice-breaker and generate a warm response, as the concepts begin to resonate directly with the audience.

We also prepare true/false questions, which we review with the participants towards the end of the presentation, to ensure that the information was absorbed. Lastly, we provide an Acknowledgment form to attest to each person's attendance.

During our presentations we respond to specific legal questions from the audience. Our practice is to explain any legal terms and we purposely avoid speaking in legalese. We plan to emphasize issues that would apply specifically to managers and supervisors and the higher obligations they have to follow. As a result of this mix of the theories, the laws, the case studies and the true/false questions, our training sessions are lively, interactive and are well-received by the participants.

## **II. Services**

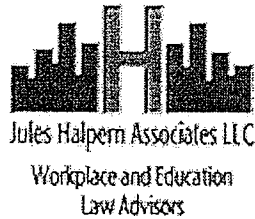
We are including below substantive information that you requested, which will be incorporated into our live and online training services. The focus is to provide information in our training that is practical, includes the below and conforms to the recently released New York State guidance on anti-discrimination/harassment.

### ***A. Definition of sexual harassment with an overview of protected characteristic***

Sexual harassment is a specific type of harassment. Unwelcome sexual advances, requests for sexual favors, or other physical, verbal or visual conduct based on sex constitutes harassment when (1) submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment (known as "quid pro quo" harassment); (2) submission to or rejection of the conduct is used as the basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive workplace (known as "hostile work environment" harassment).

Sexual harassment is not only limited to the workplace. Sexual harassment may also occur in any work-related setting outside the workplace, such as meetings and work-related social events. Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex. For example, it is illegal to harass a woman by making offensive comments about women in general.

The victim, as well as the harasser, may be any gender. The victim does not have to be of a different sex than the harasser.



The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or someone who is not an employee of the employer, such as an independent contractor, client or customer.

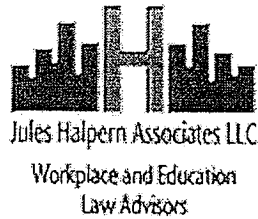
Under County Human Rights Law, an employer cannot discriminate against any individual because the actual or perceived gender, race, color, creed, national origin, disability, age, religion, source of income or sexual orientation of any such individual.

***B. Behaviors that may constitute sexual harassment***

Unwelcome sexual propositions or advances, innuendo, suggestive comments, sexually oriented jokes or teasing, unwelcome physical contact such as patting, pinching, or brushing against another constitutes sexual harassment when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

***C. Appropriate actions to be taken when confronted with sexual harassment***

- Employers should take preventive measures to prohibit all forms of unlawful harassment, not just sexual harassment.
- Employers should provide annual anti-harassment training to their employees.
- Employers should communicate their anti-harassment policy and complaint procedure to all employees periodically.
- If comfortable, an employee being harassed should confront the harasser and inform him or her that the behavior is unwelcome.
- An employee being harassed should immediately notify a designated individual(s) at the organization of the harassment, so the situation can be investigated and remedied.
- Employers should investigate all harassment complaints thoroughly and promptly.
- If an employee is accused of sexual harassment and an investigation is inconclusive, the employer should still train and monitor the alleged harasser.



- Employers should consider the following when taking immediate and appropriate corrective action to ensure that harassment does not recur:
  - i) Discipline;
  - ii) Discharge;
  - iii) Training; and
  - iv) Monitoring.

Employers should train supervisors and managers about harassment. Training should cover the organization's anti-harassment policy and complaint procedure. This training should provide examples of prohibited harassment, address the seriousness of the policy, address the responsibilities of supervisors and managers and discuss the prohibition against retaliation.

***D. Employee actions/behavior that contribute to a safe working environment***

- All members of an organization must take responsibility for preventing discriminatory harassment.
- Supervisors must recognize the signs and symptoms of discriminatory harassment and encourage employees to come forward.
- All members of an organization must be familiar with and follow the anti-discrimination and harassment prevention policy.
- All incidents of potential discriminatory harassment must be reported.
- All complaints of potential discriminatory harassment must be treated seriously.
- Employees must be respectful of their fellow employees' personal space.
- Employees must be mindful of comments or jokes they make in the workplace to ensure they are not jokes that could be interpreted to offend any of the protected characteristics.
- Employees must avoid making physical contact with colleagues except when necessary.
- If comfortable, employees should intercede if they believe a colleague is being harassed or is uncomfortable in a situation.



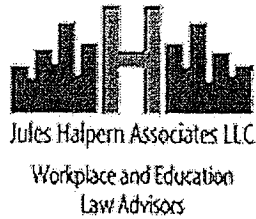
- Employees must be empowered to speak out against harassment and to report instances of harassment.
- Once an organization has notice of a problem, either through a formal complaint or through the knowledge of its supervisors, it must investigate and address the problem.
- Individuals who complain about discriminatory harassment, participate in investigations of discriminatory harassment or oppose unlawful discrimination or harassment must be protected from retaliation. In addition, individuals who file a court case or a complaint with a government agency must also be protected from retaliation.
- The harasser need not be a supervisor, or even an employee, for the discriminatory harassment to be the employer's responsibility.
- Employees must not be excluded from functions where work is discussed because of their gender, race, color, creed, national origin, disability, age, religion, source of income, sexual orientation or any other protected characteristic.

*E. Hypothetical scenarios designed to allow participants to recognize and identify inappropriate, as well as appropriate, conduct under the County's sexual harassment policy*

Both the live and online training will include scenarios that discuss different topics including many of those listed below. We will work in consultation with the County's HR team to determine the best group of scenarios to include in the training.

- *Abusive Conduct;*
- *Complaints Must be Taken Seriously;*
- *Constructive Discharge;*
- *Differences Between Sexual and Non-Sexual Conduct;*
- *Non-Employees Experiencing Unlawful Hostile Work Environment;*
- *Outside Work-Related Functions;*
- *Proper Documentation;*
- *Quid Pro Quo;*
- *Same Gender Sexual Harassment;*
- *Sexual Harassment;*
- *Unlawful Hostile Work Environment;*
- *Unlawful Retaliation;*
- *Unwelcoming Conduct;*





- *Woman Harassing a Man;*
- *Workplace Communications Compliance with Anti-Harassment Policies; and*
- *Workplace Decisions on Non-Discriminatory Factors.*

We also suggest that we include one or two scenarios that focus on discriminatory harassment and address other protected classes such as the ones listed below.

- *Age Discrimination;*
- *Disability Discrimination;*
- *Gender Harassment;*
- *Gender Identity/Gender Expression Discrimination;*
- *Racial Discrimination;*
- *Religious Discrimination; and*
- *Unlawful Discriminatory Harassment based on Sexual Orientation.*

### **III. Cost Estimates**

We recommend that the approximate 900 employees in a supervisory role be trained via an interactive live training conducted by the attorneys of Jules Halpern Associates (JHA). HRTrain's HR professionals may also deliver the live training portion. We propose there be 20 to 25 live sessions with approximately 30 to 40 learners at each session. We will record attendance at the live training sessions in a special Live Training section in HRTrain's Compliance Tracking Tool.

We will videotape one of the live training sessions that can be utilized by the County facilitator(s) for a group session. We reserve the right to train said facilitator(s) prior to the video being utilized.

We recommend that the general workforce population that are not in a supervisory role be trained online with HRTrain's customized online training. The training can be taken on desktops, laptops, iPads or other tablets and smartphones.

\* We also propose that a supervisor version of the online training be utilized for supervisors who are not able to attend a live training or a video group session.

**The estimated cost for the first year for 20 to 25 live sessions with approximately 30 to 40 learners at each session and the online training for approximately 7500 learners is \$48,000.00, inclusive.**

Both the live and online training will be provided in English. We will pass on any additional charges at cost if the training is required in other languages.

*Joe A. Petrey*



If there are other accommodations that need to be made, we will pass on any additional charges at cost.

**As a courtesy to the County, the estimated cost for year two and year three of the training, in a similar format as year one, will be \$42,000.00 per year. We will utilize different scenarios for the training in year two and year three of the training.**

This proposal will remain in effect for six months from the date of submission.

#### **IV. Authorized Parties**

Our respective EIN numbers are the following:

HRTrain: 82-4068037

JHA: 20-4322316

Rena Cohen Kozin and Jules Halpern are the parties authorized to discuss and/or enter into negotiations with the County with respect to this proposal.

#### **V. Questions**

Our goal is to provide you with all of the information you have requested. Feel free to contact either of us if you have any questions.

Respectfully yours,

Jules Halpern,

Partner

Jules Halpern Associates LLC

Rena Cohen Kozin,

President and CEO

The Aeluxt Group LLC dba HRTrain



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> SECURITY COVERAGE CORP 759 FLATBUSH AVENUE BROOKLYN, NYB 11226	<b>CONTACT NAME:</b> DORLA ANGLIN <b>PHONE (A/C, No, Ext):</b> (718)284 2272 <b>FAX (A/C, No):</b> (718)826 0330 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> USLI INSURANCE COMPANY <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>
<b>INSURED</b> THE AELIX GROUP LLC D/B/A HRTRAIN 2100 VINE DRIVE MERRICK, NEW YORK 11560		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		MTK1562696	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEXUAL HARASSMENT TRAINING

**CERTIFICATE HOLDER****CANCELLATION**

NASSAU COUNTY 11501 FRANKLIN AVENUE MINEOLA, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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**E-101-20**

Certified:

**NIFS ID:CLPE20000003      Department: Human Resources****Capital:**

SERVICE: EEO Sexual Harassment Training

Contract ID #:CQPE19000002

NIFS Entry Date: 16-MAR-20

Term: from 01-MAR-20 to 28-FEB-21

Amendment
Time Extension: X
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>The Aelxt Group LLC dba HRTrain</b>	Vendor ID#: <b>824068037</b>
Address: PO Box 27 Bellmore, NY 11710	Contact Person: Rena Cohen Kozin
	Phone: 516-822-9004 x407

<b>Department:</b>
Contact Name: Kathy Hess
Address: 1 West St, Room 100 Mineola, NY 11501
Phone: 516-571-2882

## Routing Slip

Department	NIFS Entry: X	17-MAR-20 -- KHESS
Department	NIFS Approval: X	06-MAY-20 -- MHOWARD
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	07-MAY-20 -- IQURESHI
OMB	NIFS Approval: X	07-MAY-20 -- SDEWS
County Atty.	Insurance Verification: X	07-MAY-20 -- MMISRA
County Atty.	Approval to Form: X	07-MAY-20 -- MNORIAT
CPO	Approval: X	14-MAY-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>15-MAY-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>30-JUN-20 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>20-JUL-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval: X</b>	<b>04-AUG-20 -- CALBERT</b>
<b>Comptroller</b>	<b>Deputy: X</b>	<b>22-SEP-20 -- JSCHOEN</b>
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide sexual harassment training to all county employees as mandated by the NYS Department of Labor and NYS Human Rights Commission. This service is also mandated by Nassau County Resolution #59-2018, previously approved by the Nassau County Legislature. This is to renew this agreement for the final two years, as allowed in the original agreement
<b>Method of Procurement:</b> RFP was issued on 7/27/18 and 7/28/2018. Advertised in Newsday and the County's bid board.
<b>Procurement History:</b> Three vendors submitted proposals. One vendor withdrew. The RFP committee conducted vendor presentation with the remaining 2 vendors as well as asking for Best and Final Offer Letters. Lowest bidder was selected.
<b>Description of General Provisions:</b> To provide sexual harassment training to all county employees as mandated by the NYS Department of Labor, NYS Human Rights Commission and Nassau County Resolution #59-2018
<b>Impact on Funding / Price Analysis:</b> The maximum total amount of the contract, including this two year renewal, is \$132,000  The first year was \$48,000 This renewal totals \$84,000 - \$42,000 for each year
<b>Change in Contract from Prior Procurement:</b> none
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue				\$ 0.00
Control:	10	Contract:		02	PEGEN1100	\$ 42,000.00
Resp:	1100	County	\$ 42,000.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 42,000.00		TOTAL	\$ 42,000.00
% Increase						
% Decrease						



Certified:

**E-101-20**

**NIFS ID:CLPE20000003      Department: Human Resources**

**Capital:**

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<b>DCEC</b>	<b>Approval: X</b>	<b>15-MAY-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>30-JUN-20 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>20-JUL-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide sexual harassment training to all county employees as mandated by the NYS Department of Labor and NYS Human Rights Commission. This service is also mandated by Nassau County Resolution #59-2018, previously approved by the Nassau County Legislature. This is to renew this agreement for the final two years, as allowed in the original agreement
<b>Method of Procurement:</b> RFP was issued on 7/27/18 and 7/28/2018. Advertised in Newsday and the County's bid board.
<b>Procurement History:</b> Three vendors submitted proposals. One vendor withdrew. The RFP committee conducted vendor presentation with the remaining 2 vendors as well as asking for Best and Final Offer Letters. Lowest bidder was selected.
<b>Description of General Provisions:</b> To provide sexual harassment training to all county employees as mandated by the NYS Department of Labor, NYS Human Rights Commission and Nassau County Resolution #59-2018
<b>Impact on Funding / Price Analysis:</b> The maximum total amount of the contract, including this two year renewal, is \$132,000  The first year was \$48,000 This renewal totals \$84,000 - \$42,000 for each year
<b>Change in Contract from Prior Procurement:</b> none
<b>Recommendation: (approve as submitted)</b> Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue				\$ 0.00
Control:	10	Contract:		02	PEGEN1100	\$ 42,000.00
Resp:	1100	County	\$ 42,000.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 42,000.00		TOTAL	\$ 42,000.00
% Increase						
% Decrease						



RULES RESOLUTION NO. -2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF HUMAN RESOURCES AND THE AELIXT GROUP LLC DBA HRTRAIN.

WHEREAS, the County has negotiated an amendment to a personal services agreement with The Aeluxt Group LLC dba HR Train to provide sexual harassment prevention training to all County employees, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with The Aeluxt Group LLC dba HR Train.



## Nassau County Interim Finance Authority

### **Contract Approval Request Form (As of January 1, 2015)**

**1. Vendor:** The Aelixt Group LLC dba HRTrain

**2. Dollar amount requiring NIFA approval:** \$84000

**Amount to be encumbered:** \$42000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

**3. Contract Term:** 3/1/20-2/28/21

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: They have been providing online and in-person sexual harassment training.

**4. Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 0

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

**5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:**

To add funds and time to contract

**6. Has the item requested herein followed all proper procedures and thereby approved by the:**

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

07-MAY-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: The Aelixt Group, LLC dba HR Train

CONTRACTOR ADDRESS: P.O. Box 27, Bellmore, NY 11710

FEDERAL TAX ID #: 82-4068037

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on 8/5/19 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after

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a written request for proposals was issued on 7/27/18 and 7/28/19. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 9/10/18. Three proposals were received and evaluated. The evaluation committee consisted of: Kerrin Huber, HR; Allison Malhame, Shared Services; Mary Elisabeth Osterman, EEO; Chris Nolan, OMB; as voting members and Susan Tokarski, Counsel. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

**In addition, if this is a contract with an individual or with an entity that has only one or two employees:** ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

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**Department Head Signature**

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**Date**

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

## Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 05/04/2020

1) Proposer's Legal Name: The Aeluxt Group, LLC dba HRTrain

2) Address of Place of Business: PO Box 27

City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Own If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: None

5) Federal I.D. Number: 824068037

6) The proposer is a: Partnership (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please provide details:

\_\_\_\_\_



- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- b) Any misdemeanor charge pending?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an

element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
- YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

HRTrain maintains a strong code of ethics and conflict of interest - we do not retain lobbyists or have any material financial relationships with any other organizations.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

01/17/2018

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Rena Cohen Kozin, President and CEO  
Dan Papetti, VP and COO

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Rena Cohen Kozin, President and CEO  
Dan Papetti, VP and COO

*No officers and directors from this company have been attached.*

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

0

- vi) Annual revenue of firm;

325000

- vii) Summary of relevant accomplishments

Rena Cohen Kozin and Dan Papetti purchased ownership after in 2018 after working and running the company for many years.  
One of the first online training companies to move away from FLASH to HTML5.  
Launched new training courses in 2019 as well as Spanish versions of Harassment Prevention

- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

2

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Rena Cohen Kozin and Dan Papetti purchased ownership after working and running the company for many years. We are committed to the continued success and growth of HRTrain. We have had a 20% increase in clients in 2019 to date.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	City of Poughkeepsie		
Contact Person	Joanne Daley		
Address	62 Civic Center Plaza		
City	Poughkeepsie	State/Province/Territory	NY
Country	US		
Telephone	(845) 451-4220		
Fax #	(845) 451-4121		
E-Mail Address	JDaley@cityofpoughkeepsie.com		

Company	Warren County		
Contact Person	Terri Wright		
Address	Wayne Dumont Administration Building, County Route 519 S.		
City	Belvidere	State/Province/Territory	NJ
Country	US		
Telephone	(908) 475-6583		
Fax #	(908) 475-6587		
E-Mail Address	twright@co.warren.nj.us		

Company	Bowlero		
Contact Person	Tammy Rivera		
Address	4600 North West 23rd St.		
City	Oklahoma City	State/Province/Territory	OK
Country	US		
Telephone	(405) 922-4790		
Fax #			
E-Mail Address	rcohenkozin@gmail.com		

I, Rena Cohen Kozin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rena Cohen Kozin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

### **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: The Aelixt Group, LLC dba HRTrain

Electronically signed and certified at the date and time indicated by:  
Rena Cohen Kozin [RENA@HRTRAIN.COM]

President and CEO  
Title

05/04/2020 06:09:53 PM  
Date



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:  
Rena Cohen Kozin [RENA@HRTRAIN.COM]

Dated: 05/04/2020 06:03:44 PM

Vendor: The Aelixt Group, LLC dba HRTrain

Title: President and CEO

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Rena Cohen Kozin  
Date of birth: 09/11/1957  
Home address: 2100 Vine Drive  
City: Merrick State/Province/Territory: NY Zip/Postal Code: 11566  
Country: US

Business Address: PO Box 27  
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710  
Country: US  
Telephone: (516) 822-9004

Other present address(es):  
City: Merrick State/Province/Territory: NY Zip/Postal Code: 11566  
Country: US  
Telephone: 5164485420

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	<u>02/27/2018</u>	Treasurer	
Chairman of Board		Shareholder	<u>02/27/2018</u>
Chief Exec. Officer	<u>02/27/2018</u>	Secretary	
Chief Financial Officer		Partner	<u>02/27/2018</u>
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I have a 51% equity share in the business

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Rena Cohen Kozin , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Rena Cohen Kozin , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Aelixt Group, LLC dba HRTrain

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

President and CEO

Title

03/04/2020 10:24:17 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Daniel Papetti  
Date of birth: 03/25/1976  
Home address: 196 N. 6th St.  
City: Lindenhurst State/Province/Territory: NY Zip/Postal Code: 11757  
Country: US
- Business Address: PO Box 27  
City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710  
Country: US  
Telephone: 5168229004
- Other present address(es): PO Box 27  
City: Merrick State/Province/Territory: NY Zip/Postal Code: 11566  
Country: US  
Telephone: 5164485420

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	<u>02/27/2018</u>
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	<u>02/27/2018</u>
Vice President	<u>02/27/2018</u>		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Yes, I have a 49% equity interest in the business.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?



YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Daniel Papetti , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Daniel Papetti , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

The Aelixt Group, LLC dba HRTrain

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Daniel Papetti [DAN@HRTRAIN.COM]

VP and COO

Title

03/03/2020 09:25:04 AM

Date

## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: The Aelixt Group, LLC dba HRTrainAddress: PO Box 27City: Bellmore State/Province/Territory: NY Zip/Postal Code: 11710Country: US2. Entity's Vendor Identification Number: 8240680373. Type of Business: Partnership (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name	<u>Rena</u>
Last Name	<u>Cohen Kozin</u>
MI	_____ Suffix _____
Address	<u>2100 Vine Drive</u>
City	<u>Merrick</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11566</u>
Country	<u>US</u>
Position	<u>President and CEO</u>

First Name	<u>Dan</u>
Last Name	<u>Papetti</u>
MI	_____ Suffix _____
Address	<u>196 N. 6th St.</u>
City	<u>Lindenhurst</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11757</u>
Country	<u>US</u>
Position	<u>Vice President and CEO</u>

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

First Name	<u>Rena</u>
Last Name	<u>Cohen Kozin</u>
MI	_____ Suffix _____
Address	<u>2100 Vine Drive</u>
City	<u>Merrick</u> State/Province/Territory: <u>NY</u> Zip/Postal Code: <u>11566</u>

Country			
Position	President and CEO		
<hr/>			
First Name	Dan		
Last Name	Papetti		
MI		Suffix	
Address	196 N. 6th St.		
City	Lindenhurst	State/Province/Territory:	NY
Country		Zip/Postal Code:	11757
Position	Vice President and CEO		

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

--

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

--

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

--

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Rena Cohen Kozin [RENA@HRTRAIN.COM]

Dated: 07/09/2020 04:48:22 PM

---

Title: President and CEO

---

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the **Office of Human Resources**, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department") and (ii) **The Aelixt Group LLC dba HRTrain**, having its principal office at P.O. Box 27, Bellmore, New York 11710 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQPE19000002 between the County and the Contractor (the "Original Agreement"), the Contractor provides sexual harassment training to all County employees, which is more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from March 1, 2019 until February 29, 2020 ("Year One") unless sooner terminated in accordance with the provisions of the Original Agreement, provided, however, that the County may renew the Original Agreement under the same terms and conditions for two (2) additional one (1) year periods (the "Original Term"); and

WHEREAS, the Department desires to amend the Original Term and the Compliance with Law section of the Original Agreement; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 28, 2022.

2. Compliance with Law. The following sections shall be added to the Original Agreement Section 6 "Compliance with Law:"

6. (f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee



acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;


- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

3. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.


[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

**THE AELIXT GROUP LLC dba HRTRAIN**

By:   
Name: Rena Cohen Kozin  
Title: President & CEO  
Date: 03/05/20

**NASSAU COUNTY**

By:   
Name: Helena Williams  
Title: County Executive  
☐ Deputy County Executive  
Date: 10-7-20

PLEASE EXECUTE IN BLUE INK

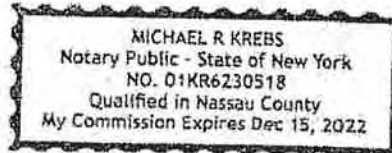
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 5<sup>th</sup> day of March in the year 2020 before me personally came Rena Cohen-Kozin to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of The Active Group LLC dba HLT the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



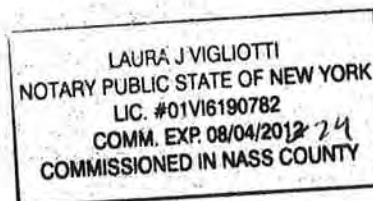
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7 day of October in the year 2020 before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SECURITY COVERAGE CORP 759 FLATBUSH AVENUE BROOKLYN, NYB 11226	CONTACT NAME: DORLA ANGLIN PHONE (A/C, No, Ext): (718)284 2272 FAX (A/C, No): (718)826 0330 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : USLI INSURANCE CO INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED  THE AELIXT GROUP LLC D/B/A HRTRAIN 210 VINE DRIVE MERRICK, NY 11560	NAIC #

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

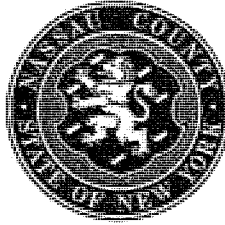
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	MTK1562696	05/01/2020	05/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
JOB DESCRIPTION: SEXUAL HARASSMENT PREVENTION TRAINING

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER  COUNTY OF NASSAU 1 WEST STREET MINEOLA, NY 11501	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

LAURA CURRAN  
NASSAU COUNTY EXECUTIVE



MARISA E. HOWARD  
DIRECTOR OF HUMAN RESOURCES

OFFICE OF HUMAN RESOURCES

TO: Robert Cleary, Director of Procurement Compliance  
FROM: Marisa E. Howard, Director of Human Resources *MEH*  
DATE: May 1, 2020  
RE: Late Contract Amendment – The Aelixt Group, LLC dba – HR Train

Please take this memo as notification that the Office of Human Resources has submitted a retroactive amendment (CLPE20000003) with The Aelixt Group, LLC dba – HR Train with a date of March 16, 2020.

In 2018, the NYS Department of Labor and Division of Human Rights mandated that NYS employees are to be provided with annual Sexual Harassment Prevention training. In accordance with this mandate from the State, the Nassau County Legislature passed Res 59-2018, mandating the County to update its Equal Employment Opportunity Policy to include Sexual Harassment Prevention training and for the County to hire a training consultant to provide such training in compliance with the new State mandates.

As such, the County issued a Request for Information (RFI) in June 2018 seeking vendors to provide information and make recommendations for the types of trainings to be compliant the State and Local mandates. Three (3) proposals were submitted for review.

Based on the information received through the RFI process the County issued a Request for Proposal (RFP) in July 2018 with a reissuance of the RFP in August of 2018 due to a low response from the first issued RFP. The County received three (3) responses from the RFP process. An RFP committee was formed and all three (3) proposals were reviewed by the committee, with only two (2) agreeing to present and submit Best and Final Offer Letters (BAFO). The third vendor pulled out of the RFP process. Based on the RFP proposal, presentations made and BAFO letters received, the committee chose The Aelist Group, LLC dba – HR Train for the County's training consultant with an award letter issued to the vendor on January 3, 2019.

Th delay in submitting the contract renewal for approval was due to the fact that our Director of Human Resources resigned and failed to inform us that this renewal needed processing. Further delay was due to the COVID-19 pandemic.

Thank you for your time and attention to this matter.