



Certified: --

**E-104-23**

Filed with the Clerk of the  
Nassau County Legislature August 24,  
2023 11:33AM

**NIFS ID: CLIT23000002**

Capital: X

Contract ID #: CQIT20000002

NIFS Entry Date: 06/21/2023

**Department: Information Technology**

Service: SUPPLEMENTAL STAFFING SVCS.-EXERCISE  
EXTENTION OPTION

Term: from 12/02/2023 to 12/01/2024

Contract Delayed:

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

1) Mandated Program:	<b>No</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>Raj Technologies Inc.</b>	ID#: <b>113013325</b>
Main Address: <b>110 Terminal DrPlainview, NY 11803</b>	
Main Contact: <b>Raj Mehta</b>	
Main Phone: <b>(516) 576-9494</b>	

Department:
Contact Name: <b>Nancy Stanton***Final Copy to Rosemarie Torla***</b>
Address: <b>240 Old Country Road Mineola, NY 11501</b>
Phone: <b>(516) 571-4451</b>
Email: <b>rtorla@nassaucountyny.gov</b>

## Contract Summary

**Purpose:** Nassau County Department of Information Technology may identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable Raj Technologies to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services. The purpose of this amendment is to continue to support the services currently being provided for the Police Department Radio Project. The funds will be out of capital project 50696 - Local Municipality Interop Radio Sys. This Amendment will exercise one of two options, to extend the contract for one additional year, under Section 1. "Term" , of the original agreement

<b>Method of Procurement:</b> RFP
<p><b>Procurement History:</b> The Contract was entered into after a written request for proposals was issued on November 1, 2019. 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 December 6, 2019. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Douglas Rodriguez (IT). The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected. STS Reference ID is 1805.</p>
<p><b>Description of General Provisions:</b> NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs.</p> <p>2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract.</p> <p>3. Upon receipt of a SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of a SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by:</p> <ul style="list-style-type: none"> <li>a. Indicating an hourly rate that is equal to or less than the rate listed in the contract.</li> <li>b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW.</li> <li>c. Submitting any forms that NCIT requires to be submitted with SOW responses.</li> </ul> <p>4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors.</p> <p>5. NCIT may select one of more qualified vendors to provide the supplemental staffing services requested in a SOW</p>
<b>Impact on Funding / Price Analysis:</b> NA
<b>Change in Contract from Prior Procurement:</b> NA
<b>Recommendation:</b> Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
CAP			00	PWCAPCAP	00002	PWCAPCAP 00002 50696 000	05	\$0.01
Project Number		50696						
Project Detail		000						
TOTAL							\$0.01	

Additional Info		Funding Source	Amount
Blanket Encumbrance		Revenue Contract:	
Transaction		County	\$0.01
Renewal		Federal	\$0.00
		State	\$0.00
		Capital	\$0.00
		Other	\$0.00
		Total	\$0.01

## Routing Slip

Department			
NIFS Entry	Rosemarie Torla	06/22/2023 02:23PM	Approved
NIFS Final Approval	Nancy Stanton	07/10/2023 09:20AM	Approved
Final Approval	Rosemarie Torla	07/28/2023 11:46AM	Approved
DPW			
Capital Fund Approval	Chris Yansick	07/28/2023 11:59AM	Approved
Final Approval	Chris Yansick	07/28/2023 11:59AM	Approved
County Attorney			
RE & Insurance Verification	Andrew Amato	07/28/2023 12:07PM	Approved
Approval as to Form	Richard Soleymanzadeh	08/03/2023 11:50AM	Approved
NIFS Approval	Mary Nori	08/04/2023 01:56PM	Approved
Final Approval	Mary Nori	08/04/2023 01:56PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	07/28/2023 12:05PM	Approved
NIFA Approval	Irfan Qureshi	08/04/2023 09:59AM	Approved
Final Approval	Irfan Qureshi	08/04/2023 09:59AM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	08/04/2023 02:30PM	Approved
DCE Compliance Approval	Robert Cleary	08/18/2023 04:09PM	Approved
Vertical DCE Approval	Arthur Walsh	08/23/2023 04:02PM	Approved
Final Approval	Arthur Walsh	08/23/2023 04:02PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	08/24/2023 11:05AM	Approved

<b>Legislature</b>			
Final Approval			In Progress
<b>Comptroller</b>			
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. – 2023

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 DEPARTMENT OF INFORMATION TECHNOLOGY AND RAJ TECHNOLOGIES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Raj Technologies, Inc., related to supplemental staffing 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 said amendment with Raj Technologies, Inc.

## **AMENDMENT NO. 1**

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 Information Technology Department, having its principal office at 240 Old Country Road, Mineola, NY 11501, and (ii) Raj Technologies, Inc., having an office located at 110 Terminal Drive, Plainview, NY 11803 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQIT20000002, between the County and Contractor, executed on behalf of the County on December 1, 2020, (the "Original Agreement"), the Contractor provides information technology supplemental staffing, 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 12/1/2020 until 12/1/2023, unless sooner terminated in accordance with the terms of the Original Agreement, provided 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 County desires to exercise the option to extend the contract by one year.

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 one year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 1, 2024, subject to earlier termination as provided for under the Amended Agreement.

2. 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.

RAJ TECHNOLOGIES

By:  \_\_\_\_\_  
Name: Raj Mehta \_\_\_\_\_  
Title: CEO \_\_\_\_\_  
Date: 5/18/23 \_\_\_\_\_

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 18 day of May in the year 2023 before me personally came Raj Mehta, 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 CEO of Raj Technologies Inc., the corporation described herein and which executed the above instrument; and that he signed his name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DAIN MASSEY-WILLIAMS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6410827  
Qualified in Suffolk County  
My Commission Expires 11-02-2024



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 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: Raj Technologies Inc.**

**2. Amount requiring NIFA approval: \$0.01**

**Amount to be encumbered: \$0.01**

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: 12/02/2023 to 12/01/2024**

Has work or services on this contract commenced? Yes

If yes, please explain: Work is in progress and has been since the original contract date, December 2020. This is an Amendment to

**4. Funding Source:**

General Fund (GEN)		Grant Fund (GRT)
Capital Improvement Fund (CAP)	X	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? Yes

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:**

Nassau County Department of Information Technology may identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable Raj Technologies to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services. The purpose of this advisement is to encumber capital funds to continue to support the services currently being provided for the Police Department Radio Project. The funds will be out of capital project 50696 - Local Municipality Interop Radio Sys. This Amendment will exercise one of two options, to extend the contract for one additional year, under Section 1. "Term" , of the original agreement

**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

08/04/2023

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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



Raj

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: Raj Technologies, Inc.

CONTRACTOR ADDRESS: 110 Terminal Dr, Plainview, New York 11803

FEDERAL TAX ID #: 113013325

**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. ~~X~~ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on December 1, 2020 [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 November 1, 2019. 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 December 6, 2019.

Twenty-one proposals were received and evaluated. The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected. STS Reference is 1805 [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. ~~X~~ 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

5/23/23  
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?

Nassau County Republican Party - \$125  
Friends of Dave Colon - \$500  
Curran for Nassau - \$3000  
Friends of Laura Gillen - \$1000  
Citizens for Santino - \$2000  
Friends of George Maragos - \$300  
Friends of John Brooks - \$100  
Friends of Judi Bosworth - \$250  
Martins for Nassau - \$2000

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

Raj Mehta [RAJM@RAJTECHNY.COM]

Dated: 04/18/2023 04:35:37 pm

Vendor: Raj Technologies Inc.

Title: 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.

James F. Capalino & Associates, Inc.  
233 Broadway, Suite 710  
New York, NY 10279  
(212) 915-9184

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

New York State

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

We do not have specific clients the lobbyist will contact on our behalf, but if this were to change we will update this information accordingly.

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.

No specific/planned lobbying activity is expected to be conducted in Nassau County, but we are including the lobbyist information for full disclosure and will update this information accordingly.

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

We do not have specific persons, organizations, or government entities whom the lobbyist is expected to lobby, but we will update this information accordingly.

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.

1 File(s) uploaded: Raj Technologies Inc 2023 Lobbying Retainer Agreement.pdf

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:

Nassau County Republican Party - \$125  
Friends of Dave Colon - \$500

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:  
Raj Mehta [RAJM@RAJTECHNY.COM]

Dated: 04/18/2023 04:36:23 pm

Vendor: Raj Technologies Inc.

Title: 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.

**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.

# CAPALINO

January 11, 2023

Raj Mehta  
Raj Technologies Inc.  
110 Terminal Drive,  
Plainview, NY 11803

Re: Government Relations/Lobbying Retainer Agreement: **Raj Technologies Inc.**

Dear Mr. Mehta,

This letter, when signed and returned to us (the "Agreement"), will serve as the retainer for James F. Capalino & Associates, Inc. aka Capalino (the "Consultant") to represent **Raj Technologies Inc.** (the "Client") in connection with seeking to position and expand the Client's solutions within New York City by assisting with procurement across a variety of City and State governmental entities, and seeking to assist the Client in promoting its corporate social responsibility commitments, as well as leveraging its presence as a New York City and New York State Minority/Women Business Enterprise.

Our firm's engagement under the Agreement may include, but is not limited to, representation before the New York City Office of Technology and Information, New York City Department of Social Services, New York City Police Department, New York City Department of Citywide Administrative Services, New York City Housing Authority, the Metropolitan Transportation Authority, and the Port Authority of New York and New Jersey.

Services. Specifically, the Consultant will assist the Client with services related to the above. Should the Services expand beyond the scope of this Agreement, Compensation may be re-negotiated, and approved by both parties, to be commensurate with the required resources needed for new scope of work.

Term. The term of the Agreement shall commence on March 1, 2023 and continue through February 28, 2024. The term of the Agreement may be mutually extended, in writing, through the agreement of the parties. Notwithstanding the foregoing, the Agreement may be terminated by either party upon five (5) days written notice to the other party.

Compensation. As compensation for its services the Consultant will receive a monthly retainer in the amount of Six Thousand Dollars (\$6,000.00). Services will not commence until the first month's retainer amount is received. Subsequently, the Consultant will submit a monthly invoice for its services to the Client and payment is due by the 1<sup>st</sup> of each month. Regardless of the termination date, the minimum compensation due for the Agreement is three full months compensation in the amount of Eighteen Thousand Dollars (\$18,000.00).

Expenses. Please note monthly payments are due by the first of the given month. A three percent (3%) monthly interest charge will be billed for all payments not received by the tenth day of the given month. Interest will accrue on a monthly basis on any and all outstanding monies due regardless of the status of the agreement. In addition, the Client shall reimburse the Consultant for all reasonable out-of-pocket costs and expenses incurred by the Consultant in connection with the provision of the Services, including without limitation, all lobbying registration fees, long distance telephone, facsimile, messenger, photocopying, travel, postage and other reasonable out-of-pocket costs and expenses. Such disbursements will be billed by the Consultant, at cost, on a monthly basis. Should it become appropriate, either during or after the term of this Agreement, for the Consultant to engage the services of any attorney to represent its interest, including but not limited to for collection of fees due pursuant to this Agreement or responding to inquiries from governmental agencies, or subpoenas or other judicial process or proceedings, relating to the services hereunder, the Client shall, upon demand, reimburse Consultant for any such reasonable costs. The Client agrees to limit Consultant's liability and his or her Consultants to the Client and to all Subcontractors on the

# CAPALINO

engagement due to the Consultant's negligent acts, errors, or omissions, such that the total aggregate liability of the Consultant to all those named shall not exceed Twenty-Five Thousand Dollars, including legal fees, or the Consultants total fee for services rendered on this engagement, whichever is greater.

**Acknowledgments.** The Client acknowledges that the Consultant has not made any representations concerning the potential success or failure of the matters to be undertaken by the Consultant on the Client's behalf, and the compensation set forth herein is in no way contingent upon any outcome, except to the extent that the duration may be affected by the need for additional services subsequent to issuance of any public funding commitment, in connection therewith. The Client acknowledges that in preparing documents that may be submitted to the City or respective authorities on behalf of the Client, the Client agrees to hold harmless and indemnify the Consultant and its employees, for any false statements or information made in any certificate, form, signed statement, application or report when such false statement or information was provided by the Client or the Client's other consultants or advisors during the course of this agreement.

The Client acknowledges and agrees that it will comply with all federal, state and local law in its dealings with the Consultant and the Consultant's employees, including but not limited to laws regarding harassment and discrimination, and that the failure to comply with such laws may also be grounds for immediate termination of the Consultant's relationship with the Client.

**Proprietary Information.** Any proprietary information regarding, but not limited to, both parties' services and products will remain confidential unless otherwise agreed to by the Client and the Consultant in writing.

**Lobbying Requirements.** Pursuant to the requirements of the New York City Administrative Code, information regarding our engagement under the Agreement, and a copy of the Agreement itself, will be registered with the Lobbying Bureau of the Office of the City Clerk of the City of New York (the "Lobbying Bureau").

In order for the Consultant to begin lobbying on the Client's behalf, the Client is required to enroll in the e-Lobbyist system of the Lobbying Bureau. Enrollment should be completed by the Client within 5 days of the start date above in order for the Consultant to register the Client within the timeframe allowed by law. If the Consultant is unable to register the Client on time due to the Client's late enrollment, any late fees incurred by the Consultant will be reimbursed by the Client. The Lobbying Bureau imposes a fine of \$25 per day for each day the registration is late.

As a registered lobbying client, the Client is required to file an Annual Report with the Lobbying Bureau. The Annual Report must be filed on-line by January 15th for the previous year. The Client's failure to comply with the New York City lobbying requirements will result in fines that are the responsibility of the Client.

Additionally, the Client will be registered as lobbying client with the New York State Commission on Ethics and Lobbying in Government. The Client will be required to file semi-annual reports to the State which must be submitted by July 15th of the current year for the January to June period AND by the 15th day of January for the previous year's July to December period. The Client is subjected to the New York State Commission on Ethics and Lobbying in Government's training requirements. Failure to comply with the New York State Commission on Ethics and Lobbying in Government's lobbying requirements will result in fines that are the responsibility of the Client. The Consultant will give the Client all the information necessary in order to comply with the lobbying client requirements in a timely fashion.

While the Consultant will be available to assist in the completion of any filings required of the Client by any provision of law, such assistance shall not include the rendering of legal advice or representation, and the Client acknowledges that it should consult counsel for the same.

**Miscellaneous.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements between the parties. No representation or promise, either oral or written, has



# CAPALINO

been made except as specifically set forth herein. Should any part of this Agreement be declared invalid, such validity shall not affect the remainder of the Agreement.

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Party.

Subject to the preceding sentence, this Agreement and the terms, conditions and obligations herein contained shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns, and shall be governed by the laws of the State of New York, and shall not be construed against either party. If any action or proceeding is initiated with respect to this Agreement the venue therefore shall be in the county, city and state of New York.

The forbearance or neglect by either party to insist upon the performance of this Agreement, or any part thereof, shall not constitute a waiver of any rights or privileges.

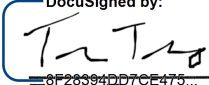
This Agreement may not be amended, modified, altered or supplemented except by written agreement of the Parties hereto.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If you are in agreement with the above terms and conditions for the provision of the Services, please sign in the space below whereupon the Agreement shall become binding.


Sincerely,

**James F. Capalino & Associates, Inc.**

DocuSigned by:  
By:   
OF28394DD7CE475...  
Travis Terry  
President

Date: 2/21/2023

**Raj Technologies Inc.**

By:   
Name: RAJ MEHTA  
Title: CEO  
Date: 2/21/23

## **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: Raj Mehta  
Date of birth: 05/06/1955  
Home address: 321 Stonytown Road

City:	<u>Manhasset</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11030</u>
Country:	<u>US</u>				

Business Address: 110 Terminal Drive

City:	<u>Plainview</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code:	<u>11803</u>
Country:	<u>US</u>				
Telephone:	<u>(516) 576-9494</u>				

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	<u>05/01/1990</u>	Treasurer	<u>05/01/1990</u>
Chairman of Board	<u>05/01/1990</u>	Shareholder	<u>05/01/1990</u>
Chief Exec. Officer	<u>05/01/1990</u>	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☒ NO ☐ If Yes, provide details.  
100% Shareholder

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?

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, Raj Mehta , 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, Raj Mehta , 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.

Raj Technologies Inc.

Name of submitting business

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

Raj Mehta RAJM@RAJTECHNY.COM

CEO

Title

04/18/2023 04:37:28 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: 04/18/2023

1) Proposer's Legal Name: Raj Technologies Inc.

2) Address of Place of Business: 110 Terminal Drive

City: Plainview State/Province/  
Territory: NY Zip/Postal  
Code: 11803

Country: US

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

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

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

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

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

4) Dun and Bradstreet number: 611764069

5) Federal I.D. Number: 11-3013325

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

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

YES [ ] NO [X] 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.

Continuous monitoring and if a conflict of interest or question of conflict of interest arises, our policy is to contact the county attorney for a determination.

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;

05/01/1990

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.

none

First Name	Raj				
Last Name	Mehta				
MI	B	Suffix			
Address	110 Terminal Dr				
City	Plainview	State/Province/Territory	NY	Zip/Postal Code	11803
Country	US				
Position	CEO				

1 File(s) uploaded: Raj Mehta Resume\_CEO\_RT1.docx

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

First Name	Raj				
Last Name	Mehta				
MI	B	Suffix			
Address	110 Terminal Dr				
City	Plainview	State/Province/Territory	NY	Zip/Postal Code	11803
Country	US				
Position	CEO				

iv) State of incorporation (if applicable);

NY

v) The number of employees in the firm;

15

vi) Annual revenue of firm;

10460494

vii) Summary of relevant accomplishments

1 File(s) uploaded: RTI - A Results Oriented Company (2023).pdf

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

B. Indicate number of years in business.

36

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

Brochure Attached

1 File(s) uploaded: RTI 2023 Brochure.pdf

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	MTA		
Contact Person	Pierre Bernard		
Address	333 W. 34th St.		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(646) 376-0444		
Fax #			
E-Mail Address	pbernard@mtabsc.org		

Company	Ulster County		
Contact Person	Robert Sudlow		
Address	244 Fair St.		
City	Kingston	State/Province/Territory	NY
Country	US		
Telephone	(845) 340-3633		
Fax #			
E-Mail Address	rsudlow@co.ulster.ny.us		

Company	Eastern Suffolk BOCES		
Contact Person	Carol Brown		
Address	350 Martha Ave		

City	Bellport	State/Province/Territory	NY
Country	US		
Telephone	(631) 286-6989		
Fax #			
E-Mail Address	cbrown@esboces.org		

I, Raj Mehta , 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, Raj Mehta , 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: Raj Technologies Inc.

Electronically signed and certified at the date and time indicated by:  
Raj Mehta RAJM@RAJTECHNY.COM

CEO

Title

04/18/2023

Date

COUNTY OF NASSAU

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

1. Name of the Entity: Raj Technologies Inc.

Address: 110 Terminal Drive

City: Plainview State/Province/Territory: NY Zip/Postal Code: 11803

Country: US

2. Entity's Vendor Identification Number: 11-3013325

3. Type of Business: Closely Held Corp (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>Raj</u>			
Last Name	<u>Mehta</u>			
MI	<u>B</u>	Suffix	<u></u>	
Address	<u>110 Terminal Dr</u>			
City	<u>Plainview</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code: <u>11803</u>
Country	<u>US</u>			
Position	<u>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>Raj</u>			
Last Name	<u>Mehta</u>			
MI	<u>B</u>	Suffix	<u></u>	
Address	<u>110 Terminal Dr</u>			
City	<u>Plainview</u>	State/Province/ Territory:	<u>NY</u>	Zip/Postal Code: <u>11803</u>
Country	<u>US</u>			



Position 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 [X]

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

NONE

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

NONE

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

NONE

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:  
Raj Mehta [RAJM@RAJTECHNY.COM]

Dated: 04/18/2023 04:38:54 pm

Title: 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.



RAJTECH-01

LHETTERICK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

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).

PRODUCER Affiliated Agency, Inc. 255 Executive Dr Ste 308 Plainview, NY 11803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (516) 576-0166	FAX (A/C, No): (516) 576-0168
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED  RAJ Technologies, Inc. 100-110 Terminal Dr Plainview, NY 11803	INSURER A :	Hartford Underwriters Insurance Co
	INSURER B :	Hartford Accident & Indemnity Company
	INSURER C :	Property & Casualty Ins Co Of Hartford
	INSURER D :	
	INSURER E :	
	INSURER F :	

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & Non Owned GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		12SBA AH9RTS	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			12SBA AH9RTS	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			12SBA AH9RTS	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	12 WEC AJ0TEN	10/31/2022	10/31/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			12KB0367652-22	10/31/2022	10/31/2023	Crime \$ 1,000,000
C	Data Breach			12KB0367652-22	10/31/2022	10/31/2023	Defense & Liab \$ 500,000

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

Nassau County Office of Purchasing is included as additional insured as required by written contract per form #SL 30 32 06 21 with respects to operations of the named insured.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Office of Purchasing  
One West Street  
1st Floor North  
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

*Philip Muller*



**Workers'  
Compensation  
Board**

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

<b>1a. Legal Name &amp; Address of Insured (use street address only)</b> RAJ Technologies, Inc. 100-110 Terminal Drive Plainview, NY 11803  <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>	<b>1b. Business Telephone Number of Insured</b> 516-576-9494  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 11-3013325
<b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> Nassau County Office of Purchasing One West Street 1st Floor North Mineola, NY 11501	<b>3a. Name of Insurance Carrier</b> Hartford Accident and Indemnity Company  <b>3b. Policy Number of Entity Listed in Box "1a"</b> 12WECAJ0TEN  <b>3c. Policy effective period</b> 10/31/2022 to 10/31/2023  <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.

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: Philip Muller  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  4-19-2023  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 516-576-0166

**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.**

# **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.



## 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

1a. Legal Name & Address of Insured (use street address only) <b>RAJ TECHNOLOGIES, INC</b> <b>110 TERMINAL DRIVE</b> <b>PLAINVIEW, NY 11803</b>	1b. Business Telephone Number of Insured <b>516 576-9494</b>
Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1c. Federal Employer Identification Number of Insured or Social Security Number <b>113013325</b>
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <b>Nassau County Office of Purchasing</b> <b>One West Street</b> <b>1st Floor North</b> <b>Mineola, NY 11501</b>	3a. Name of Insurance Carrier <b>ShelterPoint Life Insurance Company</b>  3b. Policy Number of Entity Listed in Box "1a" <b>DBL125451</b>  3c. Policy effective period <b>12/16/2022</b> to <b>12/15/2023</b>

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 4/20/2023 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**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.

**E-156-20**

Certified:

**E-156-20****NIFS ID:CQIT20000002****Department: Information Technology****Capital:**

SERVICE: Supplemental Staffing Services

Contract ID #:CQIT20000002

NIFS Entry Date: 25-SEP-20

Term: from to

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

1) Mandated Program:	N
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>Raj Technologies Inc.</b>	Vendor ID#: <b>113013325-01</b>
Address: 110 Terminal Drive	Contact Person: Raj Mehta
Plainview, NY 11803	
	Phone: 516-342-5454

<b>Department:</b>
Contact Name: Nancy Stanton ***Final Complete Contract to Caresse Capolongo***
Address: 240 Old Country Rd.
Mineola, NY 11501
Phone: 516-571-4311

## Routing Slip

Department	NIFS Entry: X	25-SEP-20 -- CCAPOLONGO
Department	NIFS Approval: X	29-SEP-20 -- NSTANTON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	02-OCT-20 -- IQURESHI
OMB	NIFS Approval: X	01-OCT-20 -- SDEWS
County Atty.	Insurance Verification: X	29-SEP-20 -- AAMATO
County Atty.	Approval to Form: X	29-SEP-20 -- MMISRA
CPO	Approval: X	08-OCT-20 -- KOHAGENCE



<b>DCEC</b>	<b>Approval: X</b>	<b>09-OCT-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>21-OCT-20 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>02-NOV-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> Nassau County Department of Information Technology may identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories/levels the vendor provided rates. This Agreement will enable Raj Technologies to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.		
<b>Method of Procurement:</b> RFP		
<b>Procurement History:</b> The Contract was entered into after a written request for proposals was issued on November 1, 2019. 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 December 6, 2019. Twenty-one proposals were received and evaluated. The evaluation committee consisted of: Donna Neiland (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Douglas Rodriguez (IT). The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected. STS Reference ID is 1805.		
<b>Description of General Provisions:</b> 1. NCIT may identify a need for individual or project related supplemental staffing services and may issue SOWs on an as-needed basis to satisfy those needs. 2. NCIT will send SOWs only to those vendors who provided rate(s) for the support service category(ies) and level(s) of work required under a specific SOW. These support service categories, levels and rates are listed in the cost proposal section of the contract. 3. Upon receipt of a SOW, vendors should review the SOW requirements. If the vendor is able to provide resource(s) that match the requirements of a SOW, the vendor should submit offer(s) to provide the supplemental staffing services needed under the SOW by: a. Indicating an hourly rate that is equal to or less than the rate listed in the contract. b. Submitting resume(s) of the staff that will be providing supplemental staffing services for the SOW. c. Submitting any forms that NCIT requires to be submitted with SOW responses. 4. All SOW responses must be received by the deadline specified when the SOW is sent to the vendors. 5. NCIT may select one of more qualified vendors to provide the supplemental staffing services requested in a SOW		
<b>Impact on Funding / Price Analysis:</b> Maximum amount of \$5,000,000.00. Partial encumbrance of \$205,000.00.		
<b>Change in Contract from Prior Procurement:</b> N/A		
<b>Recommendation:</b> (approve as submitted)		

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	ITGEN1000					

Control:		Revenue Contract:		01	ITGEN1000/DE505	\$ 205,000.00	
Resp:						\$ 0.00	
Object:	DE505		County		\$ 205,000.00		\$ 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
		TOTAL	\$ 205,000.00		TOTAL	\$ 205,000.00	

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, AND RAJ TECHNOLOGIES INC. (“RTI”).

WHEREAS, the County has negotiated a personal services agreement with RTI for supplemental staffing, 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 RTI.



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

**1. Vendor:** Raj Technologies Inc.

**2. Dollar amount requiring NIFA approval:** \$5000000

**Amount to be encumbered:** \$205000

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: Upon Execution to 3 years**

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

If yes, please explain:

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

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:**

Nassau County Department of Information Technology may identify a need for individual or project related supplemental staffing services. To meet these needs NCIT has established a vehicle with nine vendors who are qualified to provide one or more of the required supplemental staffing services to NCIT based on which of the thirty-two (32) support service categories&levels the vendor provided rates. This Agreement will enable vendors to respond to any State of Work (SOW) issued by NCIT for which the vendor is qualified to provide services.

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

Nassau County Attorney as to form

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

02-OCT-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:** Raj Technologies Inc.

**CONTRACTOR ADDRESS:** 110 Terminal Drive, Plainview, NY 11803

**FEDERAL TAX ID #:** 11-3013325

**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 November 1, 2019. 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 December 6, 2019. Twenty-one proposals were received and evaluated. ~~The evaluation committee consisted of: Donna Neiland (IT), Joseph Jacovina (IT), Andrew Lester (IT), Erick Bautista (IT), and Douglas Rodriguez (IT).~~ The proposals were scored and ranked. As a result of the scoring and ranking, nine vendors were selected.

## **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 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Department of Information Technology, having its principal office at 240 Old Country Road, Mineola, NY 11501 (the "Department" or "NCIT") and (ii) RAJ Technologies Inc., having its principal office at 110 Terminal Drive, Plainview, NY 11803 (the "Contractor").

### **W I T N E S S E T H:**

WHEREAS, a Request for Proposals for supplemental staffing services (the "RFP") was issued on November 1, 2019; and

WHEREAS, the Contractor submitted a proposal to provide supplemental staffing services found to be beneficial to the County; and

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

WHEREAS, the Contractor desires 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 the date of execution by the County (the "Effective Date") and shall continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. **Services.** The services to be provided by the Contractor under this Agreement shall consist of information technology supplemental staffing services (the "Services") and is described in detail in Appendix A ("Scope of Services & Procedures") attached hereto and incorporated herein by reference.

3. **Payment.** (a) Amount of Consideration. (i) The maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Five Million Dollars \$5,000,000.00 ("Maximum Amount") payable in accordance with Appendix B ("Cost Proposal") attached hereto and incorporated herein by reference.

(b) Partial Encumbrance. The Contractor understands that only Two Hundred and Five Thousand Dollars (\$205,000.00) for Services is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered. The County shall not be liable for payment of any amounts which have not been encumbered and approved by the County Comptroller for this Agreement.

(c) The Contractor shall not perform any work under this Agreement unless the County authorizes specific tasks on a Statement of Work ("SOW") authorized by the County in writing and agreed to by the Contractor in writing, and the Comptroller has approved and encumbered funds



sufficient to cover all work to be performed pursuant to such SOW.

(d) The County shall have no liability under this Agreement for any work performed (i) that was not authorized by an SOW and/or where the Contractor's costs exceed the amount authorized by those documents, (ii) that was not authorized by the encumbrance of the necessary funds by the County Comptroller, (iii) where the Contractor's costs exceed the amount/rates specified in Appendix B ("Cost Proposal").

(e) This Agreement shall be deemed to be incorporated into each approved and executed SOW and the terms and conditions contained herein shall govern the relationship of the parties during the term of any SOW.

(f) 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").

(g) 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.

(h) 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.

(i) 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 or during the term of a Stop Work Order.

4. **Stop Work Order.** The County at its sole discretion may issue a written or oral order to the Contractor to stop work under a particular Statement of Work ("Stop Work Order"), at any time, requiring the Contractor to suspend or stop all, or any part, of the performance due under the Statement of Work ("SOW") for any reason.

(a) Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and shall not incur any additional costs for the work covered by the Stop Work Order during the period of work suspension or stoppage. The County may use the Stop Work Order to:

- (i) Stop or suspend the work for a specific period of time, or

- (ii) Cancel the Stop Work Order and continue work on an SOW, or
- (iii) Terminate the work covered by the Stop Work Order.

(b) If a Stop Work Order is canceled, the Contractor shall resume work. The County shall make an equitable adjustment in the delivery schedule, the SOW price, or both, at the sole discretion of the County. The SOW shall be modified, in writing, accordingly, if :

- (i) The Stop Work Order results in an increase in the Contractor's cost of performance of the SOW.
- (ii) The Stop Work Order results in a change of deliverables for an SOW.
- (iii) Any other reason the County deems necessary and appropriate.

(c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated the County shall be liable only for those costs incurred prior to the issuance of the Stop Work Order.

(d) The County shall not be liable to the Contractor for loss of profits due to the issuance of a Stop Work Order.

#### 5. Acceptance Criteria.

(a) Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the "Deliverables"). Deliverables are the property of the County and must be kept confidential, returned to the County, or destroyed as required by the County. Proprietary qualified vendor materials licensed to the County shall be identified to the County by the qualified vendor prior to use or provision of Services hereunder and shall remain the property of the qualified vendor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the qualified vendor requires the development of application or systems software, all software source and object code is the property of Nassau County.

(b) In the event that a SOW defines the need for the Contractor to provide specific Deliverable(s), NCIT shall notify the Contractor following installation of such Deliverable(s) if it is/they are not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable(s) is/are unacceptable. Acceptance may be conditioned or delayed as required for installation and/or testing of Deliverable(s). Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures. Should the Deliverable(s) fail to meet any specifications or acceptance criteria, NCIT may exercise any and all rights hereunder, including but not limited to such rights provided by the Uniform Commercial Code as adopted in New York. Deliverable(s) discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverable(s) or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

If the Contractor fails to promptly cure the defect or replace the Deliverable(s), NCIT reserves the right to:

- Cancel the SOW.

- Terminate the Agreement.
- Contract with a different Contractor for the Services.
- Engage with another Contractor outside of this Agreement, if no Contractor is able to perform the required Supplemental Staffing Services.
- Invoice the original Contractor for any differential in price over the original SOW price.

When NCIT rejects any Deliverable(s), the Contractor must remove the rejected Deliverable(s) from the premises of the County within seven (7) business days of notification, unless otherwise agreed by the County in writing. Rejected items may be regarded as abandoned if not removed by the Contractor as provided herein.

6. **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).

7. **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.

8. **Compliance with Law.** (a) Generally. The Contractor 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, Health Insurance Portability and Accountability Act ("HIPAA"), 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.

(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.

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, deliverables, data (including, without limitation, all content in any media or format entered into stored in, and/or susceptible to retrieval from the County's computer systems), or materials, 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. Access to Confidential Information shall be restricted to the Contractor's personnel with a need to know and engaged in a permitted use or the prior written consent of the County (and then only to the extent of the consent). Notwithstanding the foregoing, the following shall not be deemed "Confidential Information" information that: (i) was independently developed by Contractor without reference to the Confidential Information of the County or any breach of this Agreement; (ii) was at the time of disclosure, or subsequently becomes, generally available to the public through no fault or breach on the part of Contractor; (iii) Contractor can demonstrate to have had rightfully in its possession without an obligation of confidentiality prior to disclosure hereunder; or (iv) Contractor rightfully obtained from a third party who was not, to Contractor's knowledge, under any obligations of confidentiality with respect thereto, had the right to transfer or disclose it and who provided it not subject to any confidentiality obligation.

(b) Contractor shall use County Confidential Information solely for the purpose of providing Services pursuant to and in accordance with this Agreement. Such Confidential Information will be returned to the County upon completion of the Services.

(c) If the Contractor is or becomes a "Business Associate" as defined in the Health Insurance Portability and Accountability Act ("HIPAA") pursuant to 45 CFR Section 160.103, with respect to any of the services under this Agreement, then the Contractor shall comply with and enter into a Business Associate Agreement with the Department.

(d) 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.

(e) Non-Disclosure Agreement (NDA). In furtherance of this Section, Contractor and Contractor Agents, including subcontractors providing services under this



Agreement shall be required to enter into an NDA pursuant to Appendix C.

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

10. **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.

11. **Contractor Personnel.**

(a) The Contractor shall require that all Contractor personnel providing Services under this Agreement to comply with all reasonable security requirements of the County.

(b) Key Personnel.

- (i) The Contractor acknowledges that the Contractor personnel providing Services under this Agreement have unique skills, knowledge, training and experience such that the Contractor's representation that it will engage or employ such individuals to perform the Services was a material consideration in the award of this Agreement to the Contractor ("Key Personnel"). Except as otherwise agreed to by the parties in writing, the Contractor's engagement or employment of Key Personnel to perform the Services or their replacements made in accordance with this Section is an obligation of the Contractor.
- (ii) Except as otherwise agreed to by the parties in writing, it is the intent of the parties that Key Personnel initially assigned to perform work under the Agreement continue through completion of the Services or such time as the parties mutually agree that an individual's responsibilities have been fulfilled under the Agreement. Key Personnel shall not be removed by the Contractor while performing Services, except for the following reasons: termination; serious illness; family leave; personal hardship; or other similar material change in the employment circumstances of the individual that is beyond the Contractor's control, as permitted by the County.
- (iii) Within five (5) business days of the departure of Key Personnel assigned to perform work under the Agreement, the Contractor shall provide a replacement individual of reasonably comparable skills, knowledge, training and experience to perform Services under this Agreement, which appointment is subject to approval by the County, not to be unreasonably withheld. Contractor will ensure that there will be no interruption in the support provided to the County during such transition period, including

through other Contractor resources providing services remotely. The Contractor shall deploy commercially reasonable efforts to ensure a smooth transition between the departing and newly-assigned individuals at no additional cost to the County, which transition must include the provision of knowledge transfer documentation, cooperation between the former and newly-assigned individuals, and an overlap, to the extent possible, in the assignment of the former and newly-assigned individual for a duration of a maximum of ten (10) business days, unless County consents to a longer period.

- (iv) The County shall have the right, in its absolute discretion, to require the removal of the Contractor's personnel at any level assigned to the performance of the Services or Work, if the County considers such removal necessary or in the best interests of the County. Such personnel shall be promptly removed from the project by the Contractor at no cost or expense to the County. Further, an employee who is removed from the project for any reason shall not be re-employed on the project.

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) If the County provides consent, the Contractor must identify each subcontractor by name, business address and expertise, a full resume of the proposed person and must include the name(s) of the principal(s) of the subcontracting entity. The Contractor must provide a full description of the services to be provided by the Contractor.

13. **Subcontracting.**

(a) The Contractor shall only subcontract work in conformance with Section 12 of this Agreement.

(b) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all of the work contemplated by this Agreement, and regardless of whether the use of such partners or subcontractors have been approved by the County.

(c) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the direct and indirect acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor and shall indemnify and hold harmless the County for any and all acts

and / or omissions of their Contractor Agents, subcontractors, independent contractors, consortiums, or partners.

(d) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(e) 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.

(f) The Contractor Agents will be required to provide the County with an Owner and Management Disclosure.

#### **14. Ownership of Work Product/Right to Works.**

(a) Any reports, documents, data, photographs, Deliverables, and/or other materials provided to the Contractor by the County shall remain the property of the County and 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 be considered "Work Product". Work Product shall upon its creation become the exclusive property of the County. The County may use any Work Product prepared by the Contractor in such manner, for such purposes, and as often as the County may deem advisable, in whole, in part or in modified form, in all formats now known or hereafter to become known, without further employment of or additional compensation to the Contractor.

(b) The Work Product shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the County is the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might subsist. To the extent such Work Product does not qualify as "work-made-for hire", the Contractor hereby irrevocably transfers, assigns and conveys to the County all of the Contractor's right, title, and interest, including all rights of copyright, patent, and other intellectual property rights, to or in such Work Product, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Work Product, and they shall be used by the Contractor for no other purpose without the prior written permission of the County. This Section will not be construed as limiting Contractor from performing consulting services similar to the Services or provide deliverables and work product similar to the Work Product for or to other persons, provided that Contractor does so in compliance with the terms and conditions of this Agreement and does not breach the County's rights.

(c) In no case shall this Section apply to, or prevent the Contractor from asserting or protecting its rights in, and in no case shall Work Product include, any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement, as well as any improvement made to such pre-existing material, irrespective of the moment at which it was produced.

(d) Contractor shall promptly and fully inform the County, in writing, of any intellectual property dispute, whether existing or potential, of which Contractor has knowledge, relating to any



Work Product related to the subject matter of this Agreement or coming to Contractor's attention in connection with this Agreement.

15. **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) **Infringement Indemnification.**

- (i) The Contractor shall indemnify, defend and hold the County harmless against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any infringement, violation or unauthorized use of any copyright, trade secrets, or trademark, patent or any other property or personal right of any third party by the Contractor and/or its employees, agents, or subcontractors in the performance of this Agreement. As a condition to the foregoing indemnity obligation, the County shall give the Contractor: (A) prompt written notice of any action, claim or threat of infringement suit or other suit, (B) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (C) assistance in the defense of any such action at the expense of the Contractor.
- (ii) In addition to the foregoing, if the use of any Work Product shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense, to take action in the following order of precedence: (A) to procure for the County the right to continue using such Work Product; (B) to modify the Work Product so that it becomes non-infringing and of at least equal quality and performance; or (C) to replace said Work Product with non-infringing deliverable(s), item(s) or part(s) of at least equal quality and performance, or (D) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the

aggregate consideration paid to the Contractor for such Work Product; (E) the preceding remedies are in addition to and not in lieu of the Contractor's obligation to indemnify and defend the County; (F) time is of the essence with respect to every provision of this Agreement in which time of performance is a factor.

- (iii) The foregoing provisions shall not apply to any infringement occasioned by modification by the County that is (A) not contemplated by the Contractor; (B) made without the Contractor's approval; (C) infringement occasioned by County Works, specifications, or requirements provided to the Contractor.
- (iv) In the event that an action at law or equity is commenced against the County arising out of a claim that the County's use of a Work Product infringes any patent, copyright or propriety right and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with the Contractor as is appropriate, including any jurisdictional defenses the County may have.

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

16. **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 Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) 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 Five Million Dollars (\$5,000,000.00) 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.

17. **Warranty.** (a) Contractor warrants and represents full ownership, clear title free of all liens, and/or that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable. Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty.

(b) The Contractor shall provide a warranty for all Deliverable(s) or product(s) specified in and furnished by or through the Contractor under an SOW. All product(s) or Deliverable(s) provided under an SOW shall substantially conform to the specifications set forth in the SOW and shall do so for a period of six (6) months following the date of acceptance by the County of the final Deliverable (the "Project Warranty Period"), provided, that no modifications, other than modifications contemplated by or consented to by the Contractor are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor.

(c) The Contractor further warrants and represents that product(s) or Deliverable(s) specified and furnished by or through the Contractor under an SOW shall individually, and where specified by the Contractor to perform as a system, perform as such and be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship during the Project Warranty Period, provided, that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the Deliverable(s) or product(s) or their system environment by any party other than the Contractor. During the Project Warranty Period, defects in the product(s) or Deliverable(s) specified and furnished by or through the Contractor shall be repaired or replaced by the Contractor at no cost or expense to the County.

The Contractor shall advise NCIT immediately upon determining that any Deliverable(s) or product(s) will not, or may not, be delivered at the time or place specified. Together with such notice, the Contractor shall state the projected delivery time and date. In the event the delay projected by the Contractor is unsatisfactory, NCIT shall so advise the Contractor and may proceed to procure substitute Deliverable(s), product(s) or Services. NCIT will not unreasonably deem the delay unsatisfactory.

(d) Contractor shall extend the Project Warranty Period for individual product(s), or for the system as a whole, if applicable, by the cumulative period(s) of time, after notification, during which an individual product or the system requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees.

(e) In addition to Contractor's Project Warranty Period, the County shall have the benefit of

all manufacturers' standard commercial warranties for individual deliverables, if any.

(f) Where the manufacturer's warranty term is longer than the Project Warranty Period, the Contractor shall notify the County and pass through the manufacturer's warranty to County. Contractor shall not be responsible for coordinating services under the manufacturer's warranty after expiration of the Project Warranty Period.

(g) The warranties set forth herein shall survive any termination of the Agreement with respect to a SOW in accordance with the stated warranty term(s).

18. **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.

19. **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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. 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.

20. **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.

21. **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.

22. **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.

23. **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.



24. **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.

25. **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.

26. **Appendices, Exhibits and Attachments.**

The following exhibits and appendices are attached hereto and are made a part of this Agreement:

- (i) Appendix A: Scope of Services & Procedures
- (ii) Appendix B: Cost of Services
- (iii) Appendix C: Non-Disclosure Agreement (NDA)
- (iv) Appendix D: Supplemental Staffing Support Service Categories
- (v) Appendix EE: Equal Employment Opportunities for Minorities and Women
- (vi) Appendix L: Certificate of Compliance

27. **Administrative Service Charge.** The Contractor agrees to pay the County an administrative service charge of Five hundred and thirty -three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

28. **Financial Deterioration of Contractor.** In the event the Contractor, its assignees or

successor, at any point during the performance of Services and operation of the products acquired under this Agreement, becomes insolvent, ceases to exist as a business entity or for any reason fails to continue to support its deliverable(s) or product(s), the Contractor will (i) make provision for the continued support under the same terms and conditions or (ii) provide the County with the source code and all associated updates, modifications and other materials (including, but not limited to, schematics or flow charts, system documentation, program procedures, build procedures, descriptions of operation, programmer notes, testing data, custom or special compilers) required to understand the design, structure and implementation of the said deliverable(s) or product(s), at no expense to the County.

29. **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.

30. **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.

RAJ Technologies

By: 

Name: RAJ MEHTA

Title: CEO

Date: 5/29/20

NASSAU COUNTY

By: 

Name: Helena Williams

Title: County Executive

☐ Deputy County Executive

Date: 12/1/20

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 28 day of MAY in the year 2020 before me personally came RAJ MEHTA 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 CEO of RAJ TECHNOLOGIES INC., 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

AMANDA L HASSEL  
Notary Public - State of New York  
NO. 01HA6349704  
Qualified in Nassau County  
My Commission Expires Oct 24, 2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of Dec 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 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

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01VI6190782  
COMM. EXP. 08/04/2012  
COMMISSIONED IN NASS COUNTY

## **APPENDIX A**

### **SCOPE OF SERVICES & PROCEDURES**

The purpose of this Agreement is to establish a vehicle with the Contractor to provide Supplemental Staffing Services to the County. This Agreement will enable the Contractor to respond to any Statement of Work (“SOW”) issued by the Nassau County Department of Information Technology (“NCIT”) for which that Contractor is eligible to provide Services as specified in Appendix B (“Cost Proposal”).

Upon execution of this Agreement, from time to time, NCIT may identify a need for individual or project related Supplemental Staffing Services. NCIT may issue an SOW for a project requiring Supplemental Staffing Services. The SOW will describe in detail which of the thirty-two (32) Support Service Categories and levels NCIT requires as well as a detailed description of the requirements. Support Service Categories are described in detail in Appendix D (“Supplemental Staffing Support Service Categories”). NCIT will send the SOW to those Contractors previously identified as able to provide the Supplemental Staffing Services required for the specific Support Service Category(ies) required for the SOW as identified in Appendix B.

Contractors shall review the SOW and submit offers to provide the Supplemental Staffing Services needed under the SOW and for the specific Supplemental Staffing Services, indicate an hourly rate that is equal to or less than the rate proposed in their original response to this RFP. Contractors must also submit resume(s) of the staff that will be providing Supplemental Staffing Services for the SOW. NCIT may, in its discretion, select one or more Contractors to provide the Supplemental Staffing Services requested in the SOW. NCIT will not be obligated to select any of the Contractors to provide Supplemental Staffing Services under the SOW.

Please be advised that Contractors are not guaranteed work under this Contract. Rather, the Contract provides a Contractor with the eligibility to bid on a particular SOW for which the Contractor can provide the necessary Supplemental Staffing Services.

#### **Individual Statements of Work**

When NCIT has a project requiring Supplemental Staffing Services, an SOW describing in detail the project requiring Supplemental Staffing Services will be issued to each Contractor who is eligible to provide the specific type of Supplemental Staffing Service needed.

Notwithstanding the expiration of the Agreement between the Contractor and the County, an individual SOW may require the Contractor’s personnel to work beyond the termination date of the Agreement to complete a specific project or activity in the SOW. In that event, the County, at its sole option and discretion, may choose to amend the Agreement to extend the term for the period the Contractor’s personnel are needed to complete the project under the SOW. In addition, NCIT has the ability to modify each SOW to satisfy specific County needs.

Each SOW will provide details as to the required:

- Support Service Category(ies) required.
- Qualification Level of personnel needed to perform the Supplemental Staffing Services,

including the years of work experience required of personnel within the specific Support Service Category(ies) requested and demonstrable expertise.

*NCIT will allow Contractors a specific period of time from the time NCIT issues a SOW to submit an offer in response. Such period of time will be specified when the SOW is issued and will vary for each SOW. NCIT will determine this length of time in part by the complexity of the job description(s) and skill set requirements.*

### **Contractor Reporting/Documentation**

Upon selection to perform the Services specified in an SOW, the Contractor will be required to provide NCIT with a Weekly Status Report. The Weekly Status Report format and details will be provided to the Contractor by NCIT. All documentation must be in the format specified by and acceptable to NCIT.

The Contractor may also be required to provide NCIT with other documentation and/or reports as required by NCIT. All such documentation and reports must be in the format specified by and acceptable to NCIT.

Failure to provide NCIT with acceptable Weekly Status Reports, other documentation or reports may result in delay of payment to the Contractor and/or disqualification of the Contractor to perform work on the SOW. If a Contractor repeatedly fails to provide NCIT with acceptable documentation or reports, the Contractor may be disqualified from performing any Services under this Agreement. NCIT will be the final judge of whether documentation and reporting requirements are being met by the Contractor.

### **Other Considerations**

All personnel utilized by the Contractor in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of the Contractor or, if applicable, the Contractor's Agents and shall be in compliance with all applicable state, federal, and local laws relating to employees generally, including, without limitation, immigration laws.

The Contractor must ensure that all employees assigned to work under an SOW have the training and are qualified to perform the task(s) and meet the skill set requirements of the job position under consideration. If NCIT determines that such personnel do not possess the requisite skills, the Contractor shall provide a replacement acceptable to the County.

NCIT will provide workspace and facilities for all Contractors performing Supplemental Staffing Services under an SOW, as appropriate.

NCIT will provide the necessary computer equipment and computer resources to meet the project requirements unless otherwise stated in the SOW.

### **Pricing Schedule (Total Firm Fixed Prices)**

**Rates for this Contract will remain firm for the life of the Contract.** This does not preclude any Contractors from offering a Rate lower than the established Rate in the Agreement in response to any SOW. All Rates are to be inclusive of any travel, living, and related expenses. The County will

not provide any extra compensation/ reimbursement for this purpose.

### **Contractor Performance Criteria**

NCIT has established specific Contractor performance criteria and shall monitor and measure performance to ensure compliance with contract standards. Contractors will be required to meet or exceed the following performance criteria:

#### **1. Certification of Employee Skill Sets and Capability to Perform Required Tasks.**

NCIT may disqualify, **for any reason**, personnel presented by the Contractor for assignment who prove incapable of performing specific tasks assigned as described in the SOW.

These issues may include, but are not limited to, the following:

- The individual represented by the Contractor and placed on assignment does not have the skill sets and experience required to meet the job description requirements.
- The resumes submitted by the Contractor in response to a posted SOW are not indicative of required skill sets.
- Upon interview of an employee based on the resume or other representation by the Contractor, NCIT determines that the employee does not have the required skill sets or experience.
- Poor professional manner.

This includes, but is not limited to the Minimum Service Standards outlined in Section 9 above.

If NCIT terminates personnel placed on assignment by the Contractor because the person's skill sets or experience are not as originally represented, NCIT shall not be responsible to pay the Contractor for that period. This also denotes Cause for termination of the Contract.

The Contractor ***must*** warrant that qualified personnel will provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the Information Technology industry.

NCIT will be the exclusive and final judge of whether there is misrepresentation of a skill set, experience level, or professional manner lapses.

#### **2. Personnel Substitution.**

The Contractor shall not substitute personnel assigned to the performance of an SOW without the prior written consent of the County and/or NCIT. The Contractor shall provide notice to

NCIT for any desired substitution accompanied by the names and references of the recommended substitute personnel. NCIT will approve or disapprove of the requested substitution in a timely manner. Upon such termination, NCIT may request acceptable substitute personnel or terminate the SOW services provided by such personnel.

### **Contractor Disqualification**

A Contractor may be deemed unqualified by NCIT for repeatedly providing personnel who do not meet NCIT standards, failing to respond to NCIT requests, failing to promptly cure defects, continuing to omit or unsatisfactorily perform the required services, or for any other reason NCIT deems necessary.

Upon disqualification, the Vendor will no longer receive notification of SOWs released by NCIT.

NCIT reserves the right to remove from eligibility all Contractors that are inactive (have not responded to an SOW) for twelve (12) consecutive months during the Contract term.

### **Deliverables**

Deliverables, as used herein, shall comprise all project materials, including goods, software, data, and documentation created during the performance or provision of services hereunder (the “Deliverables”). Deliverables are the property of the County and must be kept confidential, returned to NCIT, or destroyed as required by the County. Proprietary Contractor materials licensed to the County shall be identified to the County by the Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. If the work performed by the Contractor requires the development of application or systems software, all software source and object code is the property of Nassau County.

### **Change Management Request**

A Change Management Request shall be required to authorize an amendment of the SOW in scope and/or dollar value.

No work requested in the Change Management Request may be performed until the Change Management Request has been approved and signed by both NCIT and the Contractor. However, a Change Management Request may require an amendment or advisement of the Agreement. In the case where an amendment or advisement of the Agreement is required, no work may be performed until the amendment or advisement have been fully approved and executed by Nassau County and certified by the Clerk of the Legislature. The Contractor will be responsible for making sure all required approvals have been obtained prior to proceeding with any work on an SOW.

Nassau County will not be liable for any work performed without all necessary Nassau County approvals.

The Change Management Request will state the scope of work requested, the rationale for the change, the responsible parties that will perform the work, a dollar amount of the costs of the request, net agreement impact including the impact on the project schedule and the appropriate

approval signatures. The Change Management Request must also specify any changes to the completion deadlines specified in the SOW.

The Contractor shall be responsible for maintaining documentation denoting any changes agreed upon with the County.

## **APPENDIX B COST PROPOSAL**

### **Support Service Categories**

Within each Support Service Category, the County has defined three qualification levels (the “Qualification Level”) listed below. Using the descriptions of each of the Support Service Categories listed in Appendix C (“Supplemental Staffing Support Service Categories”), the Contractor has provided their best rate which is listed in the column on this form based on the following:

Level 1 – Individuals with three (3) or more years but less than five (5) years of experience within the specific Support Service Category.

Level 2 – Individuals with five (5) or more years but less than ten (10) years of experience within the specific Support Service Category.

Level 3 – Individuals with ten (10) or more years of experience within the specific Support Service Category.

For each Qualification Level within a Support Service Category, the Contractor has provided rates under which the Contractor will provide personnel that meet the qualifications of the Support Service Category(ies) as described in Appendix C. The rate provided for each category will be the maximum rate that a Contractor can charge for services provided by personnel with that particular level of skill (the “Maximum Rate”).

The Contractor’s proposed personnel must have the requisite years of experience within the individual Support Service Category(ies). The Contractor cannot aggregate experience from different Support Service Categories.

Contractors, responding to an SOW, shall provide resumes that specify that the proposed personnel satisfy the qualifications required for the Qualification Level(s).

The Rates for this Agreement will remain firm for the life of the Agreement. This does not preclude any Contractor from offering a Rate lower than the established Rate in the Contract in response to any SOW. All Rates are to be inclusive of any travel and living expenses. The County will not provide any extra compensation for this purpose.

In the case where the personnel requested must perform multiple categories of work simultaneously, the Contractor may charge the highest rate between all required categories at the level of skill required.



Appendix B- RAJ Technologies Cost of Services

Service Category Number	IT Service Category	Level 1 Rate	Level 2 Rate	Level 3 Rate
1	Labor Support Services*			
2	Clerical Support Services*	\$40	\$50	\$70
3	Help Desk Support Services	\$40	\$50	\$60
4	Desktop Support Services	\$45	\$55	\$65
5	Database Management Services	\$95	\$120	\$150
6	EDMS Services*	\$70	\$80	\$95
7	IT Training Services	\$40	\$50	\$60
8	Electronic Commerce/ EDI Services	\$70	\$80	\$95
9	Project Management Services	\$110	\$135	\$165
10	Microsoft Exchange Services	\$60	\$85	\$115
11	Computer Programming Services	\$110	\$125	\$135
12	System Programming Services	\$80	\$95	\$110
13	GIS Services*	\$85	\$105	\$135
14	IT Support Staff Services – Data Center Operations	\$45	\$50	\$60
15	Network Security Services	\$60	\$75	\$115
16	Computer Systems Security Services	\$65	\$75	\$90
17	Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)	\$60	\$75	\$90
18	Technical Writing Services	\$30	\$40	\$50
19	Computer Systems Analysis Support Services	\$110	\$125	\$135
20	Unix and Linux System Administration Services	\$65	\$70	\$90
21	Web Environment Services	\$80	\$90	\$105
22	Software Engineering Services	\$80	\$90	\$105
23	Database Technical Services	\$80	\$90	\$105
24	Application Services for Servers/Blades	\$65	\$80	\$95
25	Wiring Technical Services*			
26	Wireless Networking Services	\$90	\$100	\$120
27	Network Support Services	\$50	\$65	\$80
28	Server Support Services	\$60	\$75	\$90
29	Project Support Services	\$100	\$110	\$120
30	Peoplesoft Support Services*	\$110	\$135	\$150
31	APEX Oracle Support Services*	\$110	\$135	\$150
32	Information Technology Accounting Support Services*			

  
 RAJ MEHTA, CEO



## **Appendix C**

### **Non-disclosure Agreement (NDA)**

**WHEREAS**, Nassau County Department of Information Technology (“County”) and RAJ Technologies (“Contractor”) have entered into Nassau County contract number “Contract Number” known as the (Supplemental Staffing) (the “Supplemental Staffing”); and

**WHEREAS**, County require that the Contractor, and the employees, directors, officers, subcontractors or agents of Contractor (“Contractor Agent(s)”) assigned to work on County projects acknowledge the obligations of confidentiality and non-disclosure applicable to the Contractor and its employees pursuant to the Supplemental Staffing Contract.

NOW, THEREFORE, the Contractor and the Contractor Agent(s) acknowledge the following:

#### **Term.**

The confidentiality obligations set forth herein shall survive (i) termination of the Supplemental Staffing Contract and (ii) termination of Contractor Agent’s employment or agency /subcontracting relationship with the Contractor.

#### **Confidential Information.**

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that all records, reports, information, and data as further identified below (“Information”) acquired in connection with performance or administration of the Supplemental Staffing Contract shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by law.

(b) The Contractor and the Contractor Agent(s) further acknowledge and understand that in connection with performance under Supplemental Staffing Contract they may have access to and/or be in possession of confidential information of County (“Confidential Information”). Confidential Information shall mean information regarded by the County as confidential, including any information relating to its past or present research, development or business affairs and any proprietary products, materials or methodologies, technical data, or know-how (including, but not limited to, information relating to software, services, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the County to the Contractor and the Contractor Agent(s) either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by the County, orally or in writing, to the Contractor and the Contractor Agent(s); or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

#### **Non-Disclosure.**

(a) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agent(s) are obligated to hold in confidence, in the same manner as Contractor Agents hold Contractor’s

own confidential information of like kind, all Confidential Information to which they may have access under the Supplemental Staffing Contract; provided that in no event shall the Contractor and the Contractor Agent(s) exercise less than reasonable care to protect the Confidential Information.

(b) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agents shall not use the Confidential Information for their own benefit or for the benefit of any third party, except as expressly permitted or directed by authorized County management.

(c) The Contractor and the Contractor Agent(s) shall comply with all applicable Federal, State and local Laws governing the confidentiality and privacy of Information. As used in this Non-Disclosure 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. In the event of any inconsistency or conflict between the provisions of this agreement and the provisions of applicable Laws governing the confidentiality and privacy of Information (e.g. personal information of County employees), the provisions of applicable Laws shall take precedence.

### **Exclusions.**

Excluding that information required by law to be protected, the foregoing shall not prohibit or limit Contractor's or Agent's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of the Supplemental Staffing Contract.

### **Reporting.**

Contractor and Agent shall notify the County of any request for Information or access to Information that is unrelated to the performance or administration of the Supplemental Staffing Contract.

### **Ownership.**

All Information, except the Contractor's proprietary information, to which the Contractor and Contractor Agent(s) have access is at all times the sole property of the County. Neither the Contractor nor the Contractor Agent(s) shall have any right, title or interest to such material and shall not sell, transfer or otherwise make available to third parties except as provided in this NDA or the Supplemental Staffing Contract. All reports, notes, memoranda, notebooks, drawings and any other Information developed, received, compiled or delivered to the Contractor or Contractor Agent(s), regardless of the source of Information, shall be maintained only for the time necessary to provide services under the Supplemental Staffing Contract and shall be returned to the County at the termination of the Supplemental Staffing Contract or destroyed at the direction of the County. Destruction shall be deemed to include the purging of all Information from all equipment and media storage created or used in performance of the Supplemental Staffing Contract.

### **Performance.**

(a) Except to the extent necessary to provide services under the Supplemental Staffing Contract and with the consent of the County, neither the Contractor nor the Contractor Agent(s) shall attach or load

any additional hardware or software to County equipment. The Contractor and the Contractor Agent(s) shall use only those access rights and shall access only Information authorized by the County.

(b) The Contractor and the Contractor Agent(s) acknowledge and understand that Contractor and its Agents shall comply with County's published computer and information security policies and practices which are made available to Contractor.

**Assignment.**

Neither the Contractor nor the Contractor Agent(s) shall assign or subcontract their obligations under this NDA.

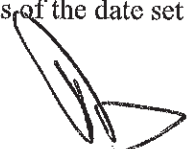
**Breach.**

The Contractor and Contractor Agent(s) acknowledge that breach of this NDA shall give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, the Contractor and Contractor Agent(s) agree that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. Additionally, the Contractor and Contractor Agent(s) shall indemnify and hold harmless the County and its officers, agents and employees from all suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor and/or Contractor Agent(s) in violation of the terms and conditions of this NDA.

**Severability.**

If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be severed, and the remainder of this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Contractor and Contractor Agent(s) have executed this Non-Disclosure Agreement as of the date set forth below.

By:   
Name: RAJ MEHTA  
Title: CEO  
Date: 5/28/20

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Appendix D

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

**Using the descriptions of each of the Support Service Categories in Exhibit 1, bidders provided their best rate in the columns in Appendix A Cost Proposal or a duplicate of the chart in Appendix A based on the following:**

**Level 1** – Individuals with three (3) or more years but less than five (5) years’ experience within the specific Support Service Category.

**Level 2** – Individuals with five (5) or more years but less than ten (10) years’ experience within the specific Support Service Category.

**Level 3** – Individuals with ten (10) or more years’ experience within the specific Support Service Category.

**Please Note:** The following Support Service Categories are employed to supplement or augment current Information Technology staff.

#### Support Service Categories

Service Category Number	Service Category	Description
1	Labor Support Services	<p>Manual labor services for Information Technology functions. No technical knowledge required. Tasks may include, but are not limited to, lifting (must be able to lift 50 lbs.), loading, unloading, unboxing, stacking, moving, transporting materials between locations in Nassau County, removing packaging, cleaning, carrying objects, basic record keeping tasks such as collecting and maintaining receiving logs, delivery receipts and any other documentation related to the above tasks.</p> <p>Must have and maintain a valid and clean driver’s license. Must be able to provide transportation.</p>
2	Clerical Support Services	<p>Basic clerical services for Information Technology functions. Tasks may include, but are not limited to, photocopying, filing, data entry, accepting/ processing deliveries, entering/ tracking requisitions and purchase orders, processing vendor payments, maintaining spreadsheets/ databases and maintaining vendor accounts.</p>
3	Help Desk Support Services	<p>User support for all Information Technology products and services. Represents other Information Technology staff members and their services to the client community and ensures and verifies that users are provided with the most effective solution to their technical issues. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, testing, problem escalation, problem resolution, consultation, communication of policy, research, documentation, instruction, answering questions, follow up and operation (on-site, off-site) of a Help Desk.</p> <p>Must have and maintain a valid and clean driver’s license. Must be able to provide transportation.</p>

**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
4	<b>Desktop Support Services</b>	<p>Installation, configuration, maintenance and upgrade of all County desktop hardware, software, peripherals and copiers. Tasks may include, but are not limited to, technical support, analysis, troubleshooting, diagnosis, repair, problem resolution, installation, configuration, maintenance, upgrading, manual labor, consultation, research, record keeping, communication, inspection, assessment, replacement, reading, interpreting, standards and procedures, ghosting, feedback to vendors, inventory, security, report writing, optimization, review and process warranty part claims.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
5	<b>Database Management Services</b>	<p>Administration, maintenance, monitoring and support of any of the multitude of Nassau County databases on any County platform. Tasks may include, but are not limited to, technical support, troubleshooting, issue resolution, testing, repair, analysis, user requirements, planning, preparation, designing, modeling, development, installation, enhancement, implementation, updating, change management, documentation, policies and procedures, standards and best practices, security, maintenance, monitoring, manage database objects, consultation, system administration, evaluation, prioritization and scheduling.</p>
6	<b>EDMS Services</b>	<p>Services specific to Electronic Document Management Systems (EDMS).</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, imaging/ digitizing, workflow, risk assessment, workflow analysis, document indexing/ queuing, workload management, system/ application/ network design and security advising, application prototyping, project management, implementation and support services, system interface development, system migration strategies, document conversion (hardcopy to electronic or electronic to new system/ media), performance monitoring/ measurement, systems stress testing/ benchmarking, collaborative tools (implies BPR), advising, briefings/ presentation, document and records retention/ archiving.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, workflow management, document tracking, database management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>

**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

<b>Service Category Number</b>	<b>Service Category</b>	<b>Description</b>
<b>7</b>	<b>IT Training Services</b>	Services for all aspects of training of County personnel utilizing classroom training, media-based training, internet-based training and any other type(s) of training required by the County. Tasks may include, but are not limited to, needs assessment, needs analysis, skills gap analysis, training plans, training management software tools, course materials, course development and Help Desk training support.
<b>8</b>	<b>Electronic Commerce/ EDI Services</b>	<p>Services specific to various forms of electronic government/ electronic data interchange (EDI) solutions and systems.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, analysis, design, web design, operation, monitoring, management, and maintenance.</li> <li>• <u>Programming Services</u> - Tasks may include, but are not limited to, programming, systems analysis, project management, systems design, development, implementation and training. Requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
<b>9</b>	<b>Project Management Services</b>	Planning, organization and management of resources to complete a specified project. Tasks may include, but are not limited to, project initiation, efficiency review, lifecycle management, configuration/control management planning, resource management, IV and V management, risk management and time and cost management analysis.
<b>10</b>	<b>Microsoft Exchange Services</b>	Design, support and troubleshooting tactics for supporting Microsoft Exchange. Also includes support for Active Directory, Windows Server, VMWare and VSphere Virtualization. Tasks may include, but are not limited to, design, integration with Active Directory, importing/exporting AD objects, monitoring mailbox database availability groups (DAGS) and databases, email gateway/ security, SMTP communications, Outlook client, Outlook Web Access, backup, recovery, support, troubleshooting, database repair, multi-server design and management, scripting, Group Policy Administration, using monitors and counters and managing a clustered Windows server environment.
<b>11</b>	<b>Computer Programming Services</b>	Design, develop, and support County computer applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.



**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

<b>Service Category Number</b>	<b>Service Category</b>	<b>Description</b>
<b>12</b>	<b>System Programming Services</b>	Installation and/or updating of the systems or components associated with the IBM mainframe computers used by the County. Tasks may include, but are not limited to, requirements definition, updating, installation and System Generation programming.
<b>13</b>	<b>GIS Services</b>	<p>Services specific to various forms of Geographic Information Systems (GIS).</p> <ul style="list-style-type: none"> <li>• <u>Project Support Services</u> – Knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, analysis, mapping, operation, digitizing, development, capacity planning, design, intranet, internet, project management, advising, maintenance, presentations, documentation, and various other forms of Geographic Information Systems (GIS).</li> <li>• <u>Programming/ Analysis Services</u> - Expert knowledge of GIS system, cartography, mapping, Oracle database management, spatial data development and maintenance and the software and tools used in the suite of ESRI software. Tasks may include, but are not limited to, programming, systems analysis, project management, systems utilization, Oracle database management and systems design, development, implementation and training specific to Geographic Information Systems (GIS) that requires specialized skill sets and experience with enterprise systems, languages, technologies and communications.</li> </ul>
<b>14</b>	<b>IT Support Staff Services – Data Center Operations</b>	Information Technology services needed to support Nassau County Data Center operations. These services may include, but are not limited to, Computer Operator, Data Control Clerk, Lead Console Operator, Mainframe Documentation Specialist, Mainframe Help Desk Specialist, Operations Analyst, Operations Scheduler, Peripheral Operator, Print Operator, Production Control Specialist, Shift Supervisor, Tape Clerk, Tape Librarian and Tape Operator.
<b>15</b>	<b>Network Security Services</b>	<p>Services specific to security on the County network.</p> <ul style="list-style-type: none"> <li>• <u>Professional Services</u> - Tasks may include, but are not limited to, network security, development and review of network and data policies and procedures, advising for design and review of LAN/WAN networks, firewalls and Virtual Private Networks (VPN).</li> <li>• <u>Other Services</u> - Tasks may include, but are not limited to, network security, LAN/WAN scans, network penetration tests, testing of routers, mainframe systems security, open systems enterprise servers, Firewalls, Virtual Private Networks (VPN), Secure ID, Network Intrusion Detection systems (IDS), other network appliances and Network policies and procedures.</li> </ul>

**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

<b>Service Category Number</b>	<b>Service Category</b>	<b>Description</b>
<b>16</b>	<b>Computer Systems Security Services</b>	Services specific to security on platforms which may include, but are not limited to the following: mainframe, servers, microcomputers, specialized computerized equipment and any other required platform(s). Tasks may include, but are not limited to, analysis, assessment, planning, and administering security of firewall, virus, PKI and VPN.
<b>17</b>	<b>Telecommunication Services (Analog Phone/ Digital Phone/ VoIP)</b>	<p>Services specific to maintaining Nassau County's telecommunication systems including equipment and wiring. Must understand interoperability and have knowledge of emerging technologies. Tasks may include, but are not limited to, analysis, design, automation, generate hand/computer drawings, interpret diagrams, create layouts, installation, implementation, configuration, scripting, integration, testing, modification, documentation, research, advise, recommend, strategic planning, maintenance, monitoring, troubleshooting, issue/ service disruption/ service convergence/ interconnection resolution, use various electronic test equipment, repair, quality assurance, security, reporting, standards, procedures and maintain inventory.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
<b>18</b>	<b>Technical Writing Services</b>	<p>Design, writing, editing and production of business and technical documentation or other publications for a wide variety of audiences including end users and Information Technology personnel. Must have a technical understanding of various manufacturer's computer hardware, operating systems, databases, networking and internet technologies and application development methodologies. This technical understanding is critical to producing accurate, high-quality documentation including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Software documentation for all types of audiences, from novice end users to system administrators, database developers and programmers.</li> <li>• Online help and web-based help.</li> <li>• Product specifications.</li> <li>• Project planning &amp; management.</li> <li>• Production and printing documentation.</li> <li>• Indexing of printed and online documents.</li> </ul> <p>Requires a previous, proven track record of producing quality documentation that is accurate, complete, concise and usable while meeting the needs and requirements of the County Department of Information Technology.</p>



**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
19	<b>Computer Systems Analysis Support Services</b>	Analysis of Nassau County's current computer systems, infrastructure and procedures in order to design solutions that help the County operate more efficiently and effectively. This may include planning an upgrade, systems conversion and/or migration and implementing new hardware/software. The systems may include, but are not limited to, software, network, server, storage, VoIP, etc. Tasks may include, but are not limited to, feasibility study, analysis, planning, requirements definition, specifications, evaluation, recommendation, compliance, disaster planning, backup/recovery, data/process modeling, prototyping, schematics, design, implementation, configuration, integration, analytical/system support, testing (all levels), initial implementation training, issue resolution, monitoring, administration, audit support, project management, forecasting, reporting, standards and procedures, best practices and documentation.
20	<b>Unix and Linux System Administration Services</b>	Services associated with the UNIX computers used by the County. Tasks may include, but are not limited to, system maintenance, analysis, problem resolution, shell scripting, software installation and system/ component updates.
21	<b>Web Environment Services</b>	Services associated with the County's web environment. <ul style="list-style-type: none"> <li>• <b>Programmatic Support</b> – Tasks may include, but are not limited to: <ul style="list-style-type: none"> <li>○ Web Designers - Graphic development of new content areas on site, ILWWCM education/support.</li> <li>○ Java Programmers – JSP understanding, web development, work with vendors.</li> </ul> </li> <li>• <b>Technical Support</b> - Tasks may include, but are not limited to: WebSphere support, WebSphere, Tivoli/Lotus support.</li> </ul>
22	<b>Software Engineering Services</b>	Design, develop and maintain reliable, efficient and affordable software systems for Nassau County. Responsible for all technical aspects of software development including architecture. Deep understanding of tie-ins with other systems and platforms within the supported domains. Tasks may include, but are not limited to, requirements analysis/elaboration, coding (approximately 50% of time), test/building proof of concept/ automation tools, consistent development practices (tools and common components), testing, API specs and code reviews.
23	<b>Database Technical Services</b>	Operational database services for Nassau County. Requires working with developers and administrators. Tasks may include, but are not limited to, technical support, issue identification/tracking/resolution, responding to escalations and alerts, troubleshooting, debugging, testing, request fulfillment, data manipulation, report development and report review.
24	<b>Application Services for Servers/Blades</b>	Design, development, implementation and integration of new or commercial off the shelf (COTS) software and enhancements associated with the County's Servers and Blades. Tasks may include, but are not limited to, development, coding, debugging, testing (all levels), change management, maintenance, training, documentation and project management.

**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

Service Category Number	Service Category	Description
25	<b>Wiring Technical Services</b>	<p>Assemble, wire and test various cabling systems for Nassau County. Must have an understanding of performance specifications for high performance Twisted Pair Media, Premise Wiring Test Equipment, distance limitations, attenuation, near-end crosstalk, wire mapping, how to test the performance of copper and fiber media, logical and physical organization of premise systems and the products and test equipment needed to install and maintain them and EIA/TIA standards for fiber optic cabling and category 5e/6/6A/7. Tasks may include, but are not limited to, demonstration of basic skills needed to assemble, wire, and test various cabling systems including new advanced cabling systems and participation in hands-on lab exercises including fusion splicing and OTDR testing.</p> <p>Must have and maintain a valid and clean driver's license. Must be able to provide transportation.</p>
26	<b>Wireless Networking Services</b>	<p>Design, configure and implement affordable, convenient, secure and protected wireless networks for Nassau County. Tasks may include, but are not limited to, analysis, site planning, design, monitoring, managing, site/system surveys, maintenance and support, troubleshooting, network security, auditing, mobile applications analysis and development, project management, procurement, quality assurance and administration.</p>
27	<b>Network Support Services</b>	<p>Design, development and maintenance of the County's communication network. Tasks may include, but are not limited to, business/ technical/ user requirements, planning, analysis, design, development, implementation, installation, integration, upgrade, configuration, technical support, problem diagnosis, issue resolution for network hardware/software, maintenance, security, documentation (including charts and diagrams), advise, make recommendations, reporting, new equipment integration, upgrade, project scheduling, software/firmware, troubleshooting, configure and install wireless devices/ switches/ routers/ hubs and maintain equipment comprising LAN, WAN and internet connectivity.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>
28	<b>Server Support Services</b>	<p>Install, integrate and maintain Nassau County servers and their operating systems. Identify, troubleshoot and resolve server problems and/or outages. Must have experience with VMware, SUSE Linux, RedHat Linux, Netware 6.5, Exchange 2010, AD design, Dell Servers and SAN storage. Tasks may include, but are not limited to, planning, analysis, user/ business/ technical requirements, design, development, implementation, installation, upgrading, project scheduling, advise, make recommendations, security, preventative maintenance, documentation, reporting, troubleshooting and issue resolution.</p> <p>Must have a valid and clean driver's license. Must be able to provide transportation.</p>

## Appendix D

### SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES

Service Category Number	Service Category	Description
29	Project Support Services	<p><b><u>Enterprise Services</u></b> – Management of an enterprise for Nassau County using Capability Maturity Model (CMM). Tasks may include, but are not limited to, large multi-task project management, Information Technology personnel recruiting, analysis, business/workflow process modeling, customer relationship/risk management, business continuity/ business information/ disaster recovery/ enterprise-wide strategic systems planning, Business Process Re-engineering (BPR)/ reverse engineering, Quality control/ quality assurance process management of automated and non-automated enterprise wide systems, issue resolution and Independent Verification and Validation (IV&amp;V) testing.</p> <p><b><u>Graphics and Presentation</u></b> - Graphic design for graphical user interface (GUI) of legacy and new applications on any County platform. Tasks may include, but are not limited to, analysis, design and development.</p> <p><b><u>Middleware Integration</u></b> - Integrating middleware products for connecting disparate County applications/systems. Examples may include connections between enterprise resource planning (ERP) applications such as SAP, Oracle and PeopleSoft and databases, internet applications, legacy systems and application servers. Tasks may include, but are not limited to, analysis and integration.</p> <p><b><u>Operational</u></b> - Services and processes relevant to Information Technology operations. Tasks may include, but are not limited to, work-flow analysis, design, prototyping, implementation, system migration, conversion, system/application, networking, communications, security, scaling, facilities planning, performance monitoring/measurement, risk assessment, testing, support, process management of development/production environments, quality assurance/control and project management.</p> <p><b><u>Organizational</u></b> - Services relevant to the Information Technology organization. Tasks may include, but are not limited to, ergonomics, skills analysis, organization restructuring, impact analysis, information distribution, change management and project management.</p> <p><b><u>Planning</u></b> - Services relevant to planning Information Technology projects. Tasks may include, but are not limited to, requirements development, needs/risk assessment, evaluation, planning, feasibility study, strategizing, efficiency review, life cycle management, new systems/upgrade/exit migration strategies, Joint Application Development (JAD) sessions and project management.</p> <p><b><u>Research and Analysis</u></b> - Professional research on specific information technology topics and initiatives for the purpose of providing findings/ solutions to information technology staff and management. Tasks may include, but are not limited to, advising, forecasting, reporting, briefings/ workshops/ conferences and presentations.</p>

**Appendix D**  
**SUPPLEMENTAL STAFFING SUPPORT SERVICE CATEGORIES**

<b>Service Category Number</b>	<b>Service Category</b>	<b>Description</b>
<b>30</b>	<b>People Soft Support Services</b>	Design, develop, support and maintain County's Peoplesoft Human Capital Module applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, testing, reporting, procedures and best practices
<b>31</b>	<b>APEX Support Services</b>	Design, develop, support and maintain County's Apex Oracle applications. Tasks may include, but are not limited to, analysis, requirements definition, design, development, enhancement, data/commercial off the shelf (COTS) integration, software upgrades, software/data conversion, migration, change management, installation, implementation of data models/database designs/ data updates, debugging, testing, troubleshooting, diagnosis, issue resolution, support, project management, training, script creation, job scheduling, interfacing, backup/recovery, performance tuning, utilities and management software, maintenance, documentation, reporting, procedures and best practices.
<b>32</b>	<b>Information Technology Accounting Support Services</b>	Basic and government accounting services for Information Technology functions. Tasks may include, but are not limited to, management of operating and capital funds, accounts payable, accounts receivable, budgets development, analysis, and oversight, projections, chargebacks, cost accounting, journal entries, grant and contract management.

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Raj Technologies Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**110 Terminal Drive**

6 City, state, and ZIP code

**Plainview, NY, 11803**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

1 1 - 3 0 1 3 3 2 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ► 4/5/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## Customers

Our clients include Fortune 500, public and private industries as well as government and not-for-profit organizations.

### Federal Government

Air National Guard  
Andrews Air Force Base  
Brookhaven National Lab  
Defense Logistics Agency  
Department of Energy  
Randolph Air Force Base  
US Army  
US Navy

### State Government

State of New York  
NYS MTA – all agencies  
NYS OTDA  
NYS OCFS  
NYS DOL  
NYS DOH  
NYS OMH  
NYS OSC  
SUNY  
NYPA  
State of Delaware  
State of Maryland

### Local Government

New York City  
Nassau County  
Suffolk County  
Ulster County  
Westchester County

### Large Corporate

American Management Systems  
Accenture  
Avis Rent-A-Car  
Bearing Point  
Con Edison  
Deloitte Consulting  
Deutsche Bank  
Ernst & Young  
Estée Lauder  
Henry Schein  
HP  
IBM Corporation  
Lockheed Martin  
Svenska Handelsbanken  
Unisys Corporation

### Other Organizations

ANSI  
Astoria Federal Savings & Loan  
Berman Blake  
HSASC  
Kirlin Securities  
NYC Health and Hospital Corporation  
Pencor Systems Inc.  
Waldner's Business Environment  
Women's Sports Foundation



**RAJ TECHNOLOGIES INC**  
—A RESULTS ORIENTED COMPANY—

Dependability



Quality



Performance

## **SOLID TRACK RECORD – OVER 37+ YEARS**

**Since 1986**, Raj Technologies Inc. (RTI) has built a solid reputation as a Professional IT Consulting and Services company, serving federal, state and local government agencies, commercial companies, educational institutions and non-profit organizations. We have a track record of successfully implementing IT project goals for our customers. RTI is **a NYS ESD certified Minority Business Enterprise (MBE), a NYC SBS certified MBE, and an USDOT / NYSDOT certified Disadvantaged Business Enterprise (DBE).**

RTI owns its 14,000-square-foot headquarters in Plainview, Long Island, conveniently located adjacent to the Long Island Expressway at Exit 46. Our excellent past performance record has established RTI as a prominent company in the IT field. RTI has been featured extensively over the years in newspaper articles and TV news programs.

### Our Competencies:

- Software Development & Integration
- Mobile Application Development
- Application Modernization
- ERP Implementation (SAP, PeopleSoft, Microsoft Dynamics)
- Web-Based Solutions / Drupal CMS / WordPress / Portals
- Office365 Cloud Migration
- Migrating Applications to Cloud Environment (AWS, OIC, etc.)
- Cyber Security Assessment / Optimization / Remediation
- IT Business Assessments
- Business Process Improvement
- Staff Augmentation (IT, Management, Engineering, etc.)

### Our Partners:

Microsoft Cloud Solutions Provider & Partner, Salesforce, Red Hat, AWS, Motorola, Velosio Authorized Reseller, Carahsoft Authorized Reseller, Tech Data Authorized Reseller, Tech Trade Global, PowerSchool, Rackspace, NST, Matrix, Modern Systems

## **ACHIEVEMENTS**

RTI has received multiple awards & recognitions in our 36+ year history.

Some examples are:

- CEO Raj Mehta named the U.S. Small Business Administration's (SBA), New York District Office Small Business Person of the Year for 2020
- 2018 Long Island Business News Diversity in Business Honoree
- 2017 CIO Review Most Promising Public Sector Service Providers
- 2015 Honoree Award for Suburban Diversity from the National Center for Suburban Studies at Hofstra University
- 2014 Top LISTnet Software Award - Infosys Eyes
- 2011/2012 Top Ten Asian American Business in New York
- CEO Raj Mehta selected in 50 most influential minority business owners in the Country
- Top Software Winner - Long Island Software Awards
- Award of Appreciation from Press Club of Long Island
- Fastest growing software company on Long Island for two consecutive years

**Our CEO, Raj Mehta produces & hosts a public service TV show, "Interviews that Matter." Please watch interviews with Laura Curran, Jonnel Dorris, Tom DiNapoli, and others at**  
**[www.youtube.com/rajmehta33](http://www.youtube.com/rajmehta33)**

## Minority Certifications

New York City  
Minority Business  
Enterprise (MBE)

Small Business  
Administration (SBA 8(A))

Small Disadvantaged  
Business (SDB)

Empire State Development  
Minority Business  
Enterprise (MBE)

Maryland Department of  
Transportation  
Minority Business  
Enterprise (MBE)

Nassau County  
Minority Business  
Enterprise (MBE)

New Jersey  
Minority Business  
Enterprise (MBE)

Pennsylvania Department of  
General Services  
Minority Business  
Enterprise (MBE)

Texas, Maryland, Virginia and  
Illinois  
Minority Owned Business

The Port Authority of NY&NJ  
Minority Business  
Enterprise (MBE)

The Port Authority of NY&NJ  
Small Business  
Enterprise (SBE)

NYC School Construction  
Authority  
Approved Pre-Qualified  
Vendor

NY Unified Certifying Partner  
Disadvantaged Business  
Enterprise (DBE)

PA Unified Certifying Partner  
Disadvantaged Business  
Enterprise (DBE)

## Raj Technologies Inc.

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Plainview, New York*

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www.rajtechny.com



**RAJ TECHNOLOGIES INC**  
—A RESULTS ORIENTED COMPANY—

*Dependability*



*Quality*



*Performance*

## CONTRACTS

RTI holds a **GSA Schedule No. GS35F-0273V**. This covers various IT services including contract programming, network services, database administration, web development and project management.

RTI holds a **NYS OGS Contract, No. PB0023AA**. Exhibiting **technical expertise, business skill, and financial stability**, RTI has been approved to provide services, **Lot 1 (projects up to \$200,000) and Lot 2 (projects between \$200,001 and \$7,500,000)**.

RTI holds six **MTA focused contracts, including our All-Agency Contract No. 14357 Discretionary Contract for As-Needed IT Consulting Services**. This contract can be used for one of a variety of consulting services, with an **estimated consulting cost of up to \$200K**.



## CYBER SECURITY EXPERTISE & ENGAGEMENTS

**Local:** Conducted Cyber Security Assessment Services for two of the largest Electric Utility Providers on Long Island, where we conducted Black Box and Grey Box Testing of their External and Internal Environment (Firewalls, Public Facing Web Applications, Remote Access Applications and Services [VPN, Remote Desktop], and File Access Services), and offered solutions to any weaknesses that best met NERC-CIP Standards. RTI was engaged in a LIPA Cyber Security assessment at LIPA's headquarters facility.

**City:** In collaboration with NYC Office of Innovation & Technology, we provide cyber security staff augmentation services to the New York City Cyber Command (NYC3), which is essential to leading the City's cyber defense efforts, working across more than 100 agencies and offices to prevent, detect, respond, and recover from cyber threats.

**State:** IT resources (Project Managers, Business Analysts, Developers, Testers, etc.) that have experience with health and human service data standards and the PHI, PII FTI data elements associated with protecting governmental information systems from theft/cyber-leak or any damage attempted.

**Federal:** Currently working as a prime contractor with the Bureau of Indian Education rolling out an eLMS (electronic Learning Management System) Solution for grades K – 12 in the BIE schools. In addition to this rollout, RTI is performing Security Assessment & Remediation Services on the eLMS application and ensuring NIST 800-53 and FedRAMP compliance of the application.

## ADDITIONAL ENGAGEMENTS

- **One Brooklyn Health System:** Migrated the email and calendaring systems from three hospitals to a single email solution, and consolidated the Active Directory domain.
- **MTA – IT Product Management Agile Transformation:** Provide Technical Coaching, Portfolio / Product Coaching, and Delivery Team Coaching in support of transforming the organization, workflow planning, and readiness
- **MTA Oracle Infrastructure Cloud – eForms:** Created, developed and implemented eForms in the OIC for the MTA. Hard copy versions of standard forms were converted to web-based fillable forms.
- **Provided a Supplemental Service Desk:** Worked with our global partner to supply this service to the MTA.
- **MTA All-agency IT Consulting – continuing PeopleSoft Support:** Provided follow-on PeopleSoft project management and development staffing in support of PeopleSoft expansion.
- **MTA Data Center Relocation:** Provided a project manager, who helped the MTA Metro-North Railroad on a large data-center relocation and build out project.
- **MTA All-agency IT Consulting – See Something Say Something:** Designed and developed a mobile application for iOS and Android operating systems, enabling users to capture and send pictures, videos, and texts to MTA security staff. All reports provide geo-location information as well as time and date information.
- **MTA All-agency IT Consulting – Drupal Support / Development:** Worked with MTA HQ staff in the implementation and development of a web content management system.
- **MTA IMPACT Batch System Migration:** Converted IBM source COBOL application code to Java, running on a mid-range platform. For the conversion, we provided project management, team staffing, quality assurance, and documentation of the entire project.
- **Construction Management – Managed Services:** Provide all IT products and services to remote MTA field offices.
- **LIPA – RTI lead the data migration activities from EPICOR financial system to MS D365 financial system.** RTI also performed reconciliation activities between EPICOR and MS D365 to maintain data integrity in the new D365 system.



# RAJ TECHNOLOGIES INC

—A RESULTS ORIENTED COMPANY—

**A Results Oriented Company**



**A Certified Minority Owned firm with New York State,  
New York City, Port Authority, The MTA, New Jersey, City of Boston and more.**

**A Certified Disadvantaged Business Enterprise (DBE) in NY, NJ, & PA**

**Raj Technologies Inc.  
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## **Raj Technologies Inc. - “A Results Oriented Company”**

Raj Technologies Inc. (RTI), formerly Infosys International, Inc., is a New York State Minority Business Enterprise— certified technology company in business since 1986 with a proven track record of implementing and completing information technology project goals for our customers. Our past performance includes work with federal, state, and local governments, prime contractors, not-for-profit and educational institutions, as well as private companies. RTI was named “The Fastest Growing Company” on Long Island for two years in a row and was included twice in Inc. 500 as one of the 500 fastest growing, privately held companies in America. We deliver cost effective and value-added services with a return on investment (ROI) that is assured. RTI is headquartered in Plainview, Long Island at our own 14,000-square-foot building.



Our approach to the delivery of information systems is based on a collaborative partnership with clients. We focus on operational requirements, economic considerations, and scheduling constraints to make sure that our solutions are always in line with government and industry standards. This approach, coupled with our experience and expertise in all areas of information technology, provides our clients with a "total solution".

**Our CEO, Raj Mehta, produces and hosts a TV show called “Interviews That Matter” which airs on every Fridays at 6:00 pm on Cablevision and Time Warner. He interviews elected officials, policy makers, heads of major organizations and other dignitaries. He has number of members of NYS Senate, Assembly, members of U S Congress, County Executives, NYS Comptroller, judges, justices, CEOs of major Fortune 100 companies, Chief Diversity Officers of major Government agencies including MTA, Port Authority, New York State, Empire State Development Corporation and many more. His shows are on YouTube at [www.youtube.com/rajmehta33](http://www.youtube.com/rajmehta33).**

## **Awards & Achievements**

- CEO Raj Mehta named the U.S. Small Business Administration's (SBA), New York District Office **Small Business Person of the Year for 2020**
- Long Island Business News **Diversity In Business Honoree** in 2018
- RTI was featured in “CIOReview” magazine for “**Top 20 Promising Public Sector Solution Provider**” in the Country.
- Raj Mehta received “Kings of Long Island” award from Star Media.
- “Infosys Eyes”, a mobile app from RTI received “Top Software Product of 2014” by Long Island Software and Technology Network. “Infosys Eyes” app is available on iOS and Android app stores. App is designed to capture an event via photo or video and report it immediately to the appropriate authority for further action with a GPS location.
- Raj Mehta, CEO received “2013 - Businessman of the Year” award at the Lincoln dinner organized by Queens Village Republican Club (the oldest Republican club in the United States) on February 10, 2013.
- **Top 10 Asian American companies in New York – May 2011 and 2012:** RTI an award for being top 10 Asian American Companies in New York at the New York Times conference center in May 2011.
- **The 50 or so Around 50 Award - September 2009:** The award presented by Long Island Business News, recognizes 50 intelligent, hard-working and dynamic men and women around their 50s who are dedicated to Long Island’s strong, successful companies and organizations. The award was given to recognize Raj Mehta’s leadership in business, his mentoring and support for the Island’s not-for-profit organizations and his commitment to the community.
- **Raj Mehta, Chairman & CEO received prestigious 2008 David Awards:** Raj Mehta was one of eight men to receive 2008 David Awards. David Awards is given to men who has contributed to the community selflessly and excelled in his profession. Raj Mehta, Chairman & CEO was named one of the most influential minority business entrepreneurs by Minority Business Council in Washington DC. Award was given in June 2007.
- **Raj Mehta receives Nassau County Trail Blazers award:** Raj Mehta, Chairman & CEO of RTI received a Trail Blazers Award from the Nassau County Department of Economic Development in February 2007. BluePearl and iiIntranet.com products selected for top 25 software products from Long Island - May 2004
- **i-Timesheet.com wins second place in LISA awards** – i-Timesheet.com won second place in Long Island Software Awards in “Business Applications Software” category. The software was evaluated by Computer Resellers News lab.
- **Raj Mehta, Community Services Award** – Raj Mehta, Chairman & CEO of RTI received a Community Services Award from the U.S. Small Business Administration. Award ceremony was attended by more than 400 people and was given by Acting Regional Administrator, Aubrey Rogers.

- **Fastest Growing Company of Long Island** - KPMG Peat Marwick LLP and Hofstra University rated RTI as one of the fastest growing companies in Long Island for the second year in a row.
- **Raj Mehta, Small Business Advocate Exporter** - Mr. Raj Mehta, President and CEO of RTI was awarded as Small Business Advocate Exporter for outstanding service and contribution to The Long Island Small Business Community for the year 1999 by the Long Island Association.
- **INC 500** - Inc Magazine selected RTI in their 17th annual listing of the fastest growing companies in the United States of America. Companies in this list are rated according to their performances in the period of last 5 years. Being listed thus becomes a symbol of recognition in the industry. RTI has been ranked 294th in the INC 500 list. RTI was one of the 25 companies from New York State and the only company from Long Island.
- **Fastest Growing Company of Long Island** - In the survey conducted by KPMG Peat Marwick LLP and Hofstra University, RTI was selected as one of the fastest growing Long Island companies from all industries, based on the performance and growth achieved.
- **Fastest Growing Software Company of Long Island** - RTI was rated by KPMG-Peat Marwick LLP and LISTNET (Long Island Software Technology Network) as the fastest growing software company in Long Island, based on the percentage of growth achieved in terms of revenue among about 450 IT companies in Long Island.

### **MBE / DBE Certifications**

- Certified MBE with NYS and NYC
- Certified MBE/DBE with MTA, Port Authority New York / New Jersey, NJ State, NYC School Construction Authority
- Certified MBE with Nassau County, Suffolk County, Other State Government (PA, MD, IL)

### **Contracting Vehicles:**

- Federal GSA Schedule 70 – GS 35F 0273V
- NYS OGS Project Based IT Services for Lot 1 & Lot 2
- MTA All Agency consulting contract
- Port Authority and NYC SCA staffing contract
- Nassau County
- Other Contract Info available upon request

### **Temporary Staff Augmentation Services**

A significant part of RTI's business includes staff augmentation services. We have been offering these services to our customers for over 37 years. Through the years we have developed a solid methodology for recruiting and engaging temporary staffing resources. Our IT staffing practice relies on this proven methodology which utilizes our internal database, our network of third-party

vendors and internet resources for candidate generation and procedures to contact, screen, interview, prepare and submit candidates.

One of our mission critical projects currently underway is for the NYS Office of Information Technology Services – a 7 year staffing contract to work on the Integrated Eligibility System to enhance the well-being of New Yorkers by transforming health and human service delivery through coordinated business practices, modernized technology, and strategic partnerships. By providing talented consultants (Project Managers, Developers, Business Analysts, Testers, etc.), RTI is assisting them in achieving their vision of a simple, seamless, no-wrong-door customer experience that guides New Yorkers to access programs that enhance their well-being and self-sufficiency and meet their business goals:

- Improve Client Outcomes
- Client-Focused Service Delivery
- Improve Referrals and Inter-Agency Coordination
- More Efficient and Accurate Service Delivery
- Improve Worker Experience
- Maximize Value of State and Federal Investments
- Provide a Flexible, Statewide Solution
- Reduce Operational Risks
- Con Edison – 10+ years providing full-time staff placement services Will provide staffing to West Monroe for their AMI project in Rochester, NY (if contract is awarded)
- Provided temporary staffing services to Henry Schein, Eastee Lauder, Dousche Bank, Bankers Trust and more NYS OTDA, OMRDD, OSC, OMH, DOH, DASNY, NYS Homes
- MTA – 24 years with five active contracts for staffing all level of IT and Construction management
- NYC School Construction Authority Staffing contract
- Port Authority Staffing Contract
- Provided temporary staff for Deloitte Consulting for various projects including NYS SFS, commercial clients
- Provided temporary Staffing services to Ernst & Young at their HQ Lyndhurst, NJ
- Provided temporary Staffing services to Accenture for various projects including Federal Defense Logistics Agency, Port Authority Peoplesoft HR, MTA BSC PeopleSoft implementation, MTA EAM project, OSC NYS Payroll Systems project and many more
- Provided temporary staffing services to IBM at NYS Statewide Financial Project, NYS Connections (OTDA) project
- PSEG – Development of Substation Equipment Management application utilizing mobile technology
- LIPA – Provide IT Staffing services Cybersecurity Assessment, Project Management, Data Analytics, Energy Efficiency (EE), Microsoft Dynamics implementation

## Services

RTI has been providing business and information technology consulting services to its clients for more than 37 years. We have helped our clients grow through the waves of information technology change over this time, starting from mainframe applications, then moving to client/server

applications and today's web-based applications. We have consistently upgraded the skills of our people to meet our client's current and future needs.

Today, RTI is continuously developing and deploying its capacity to provide the right people, services and products to our clients. The various services we offer to our clients are:

### **Business and IT Consulting**

RTI recognizes that our client base of businesses, government and not-for-profit organizations is consistently faced with problems and opportunities, constraints and goals, risks and rewards. Our consultants help our clients see where they are and where they can go in today's ever-changing business and information technology (IT) environment.

### **Mobile App Design and Development**

RTI offers design and development of customized mobile apps in three platforms: iOS, Android and Windows. RTI has implemented mobile apps for various State and County Government agencies such as the MTA and Nassau County. "See Something Say Something" mobile app for the MTA and "Crime Stoppers" mobile app for the Nassau County Police Department was developed and implemented by RTI. These applications allowed local constituents the ability to report an incident via photo or video immediately to appropriate department or person with GPS location of the incident for immediate further action. .

### **Application Development**

When it's time for organizations to upgrade or replace important information systems, they will typically need additional personnel to complete these projects. RTI has the ability to provide our clients with the quantity and quality of the resources needed to complete these projects without adding to our client's permanent headcount. We have personnel who are experienced in working with the latest web-based and wireless technologies, as well as legacy client/server and mainframe architectures. We can assist in all phases of the application development life cycle, including requirements definition, functional design, technical design, programming, testing, conversion, implementation and ongoing support.

### **Systems Integration**

In addition to performing custom application development, RTI personnel have extensive experience in implementing enterprise application software solutions from several leading vendors. This includes extensive experience with PeopleSoft Human Resources and Financial applications, SAP Supply Chain Management applications, and software solutions from Oracle, Manugistics and Cognos. RTI personnel typically assist our clients with systems integration tasks such as modification analysis, data mapping and conversion, interface design and development, and report design and development.

### **Cloud Capabilities and Services**

Through arrangements with local Cloud Service Providers, RTI has augmented our portfolio of services to include various cloud-based services, including public and private cloud hosting services, colocation services and web hosting services to clients in the key markets we serve. One such example is the New York State Energy Research and Development Authority (NYSERDA).



NYSERDA needed a Private Cloud Hosting and Disaster Recovery solution for its production PeopleSoft applications environment.

RTI teamed with Webair (now Opti9 Technologies) to provide the solution to host NYSERDA's production servers while also providing value-added services required to support certain administrative tasks for NYSERDA. As an extension of our relationship with Webair, RTI is listed as a Reseller of Lot 3 – Cloud Services for Webair on the New York State OGS Information Technology Umbrella Contract – for Manufacturer Based cloud services.

RTI is also a member of the Amazon Partner Network, allowing us the ability to offer a full-suite of AWS solutions to our clients, which includes software, hardware, training, and consulting services.

### **Cloud Migration**

For those clients that have embraced digital transformation and have decided to move critical business applications to the cloud but do not have the people that can perform the necessary tasks involved to get there, RTI can help. As a partner in Microsoft's Cloud Solution Provider (CSP) program, RTI is able to provide our clients with the complete solution including the Microsoft software licenses and cloud migration services to take a client from its existing on-premises environment to a cloud-based environment for productivity applications such as Microsoft 365, or to mission-critical ERP solutions such as Microsoft Dynamics 365.

Another example is our work performed with a local medical consortium, where we leveraged Microsoft's Azure Cloud Services to fully implement a solution based off Microsoft 365 software technology. RTI is providing both the licenses and services to migrate three hospitals to one unified email and calendaring environment, and to a single, unified Active Directory and Domain structure for the hospital system.

Another example is RTI's experience pioneering, creating, developing, and implementing E-Forms by leveraging the Oracle Infrastructure Cloud, allowing our client to convert hard copy versions of their standard forms to web-based fillable forms in their database that increase the ease and safety, and anonymity of use for the user, to keep track of the workflow, increase efficiency, and make the process more sustainable.

### **Cyber Security Assessments**

At RTI, we provide encrypted Cyber Security assessment service that helps businesses and establishments to overcome threats and keep customers stress-free of their data. Cybersecurity plays a vital role in keeping databases secure in the Web. Cybersecurity encompasses everything that pertains to protecting our sensitive data, Personally Identifiable Information (PII), Protected Health Information (PHI), personal information, and intellectual property, data, and governmental and industry information systems from theft/cyber-leak or any damage attempted.

Organizations are progressing and moving faster to remote working arrangements such as work-from-home. Their teams are now facing challenges to Evaluate cybersecurity risks brought in by the market shift. We endeavor to make remote working more secure for the future, assuring digital trust by our integrated and robust security systems, which are security checked on a routine basis

for even more safety. We have successfully enabled our clients to securely work remotely with a sophisticated yet integrated approach to protect data, thus minimizing the risk that could have resulted in controlling loss.

RTI is currently in collaboration with NYC DoITT (now Mayor's Office of Technology and Innovation) to provide cyber security staff augmentation services to the New York City Cyber Command (NYC3), which is essential to leading the City's cyber defense efforts, working across more than 100 agencies and offices to prevent, detect, respond, and recover from cyber threats. NYC Cyber Command is committed to protecting NYC infrastructure, including direct support of increasingly vital life safety, revenue generating, and COVID response operations and critical systems from malicious attacks through the use of the latest technologies. The rapid shift to telework supported the acquisition of 300k+ new City-owned devices that facilitate remote access and remote learning; these have significantly expanded the City's attack surface.

Our Cyber Security assessment systems are designed and developed to help clients apply the right solutions to keep their data and systems secure, protected, and resilient to change.

We have previously conducted these Assessment Services for two of the largest Electric Utility Providers on Long Island, where we conducted Black Box and Grey Box Testing of their External and Internal Environment (Firewalls, Public Facing Web Applications, Remote Access Applications and Services [VPN, Remote Desktop], and File Access Services), and offered solutions to any weaknesses that best met NERC-CIP Standards. RTI was engaged in a LIPA Cyber Security assessment at LIPA's headquarters facility.

RTI is also currently working as a prime contractor with the Bureau of Indian Education rolling out an eLMS (electronic Learning Management System) Solution for grades K – 12 in the BIE schools. In addition to this rollout, RTI is performing Security Assessment & Remediation Services on the eLMS application.

### **Web-Based Software Solutions**

In addition to being a consulting company, RTI is also in the business of developing web-based software solutions. Following a proven methodology, we develop custom software solutions and e-business applications. These software solutions are made available to clients as either hosted applications or licensed for installation and tailoring at our client's sites

One example of this was RTI's work implementing the first Shared Government Services Portal in the country. We provided a software solution to the Great Neck peninsula, which connected all of its 9 villages, local school district, fire and police departments, and local libraries on to a single platform. This enabled all entities the ability to share bids, resources, emergency notifications, calendars and other local matters in a quick and efficient manner. It also provided capabilities for posting broadcast announcements, short training topics, and personal interest stories and allowed links to each department's web site, email system, and other information repositories and communication resources.

### **Industry Focus**

Our services are mainly focused on Federal Government, Local and State Government, City Government agencies, Educational Institutions including SUNY colleges, Universities, school districts.

### **Federal Government**

Our government practice encompasses contract opportunities in the areas of system integration and software development with all departments and agencies of federal, state and local government throughout the United States.

RTI has its own **GSA Schedule #GS35F-0273V** which covers various IT services including contract programming, network services, database administration, project management and web development.

Both as a prime contractor or by teaming up with other major government prime contractors RTI has worked on successful implementation of information technology projects for federal government clients Some of these projects include;

- Installation and implementation of CISCO hardware and software products for Air National Guard offices nationwide
- Hardware, off-the-shelf software products and technology consulting services through Basic Ordering Agreement (BOA) to U. S. Air Force, Randolph Air Force Base, Kelly Air Force Base and Brooks Air Force Base
- S consulting services to Defense Logistics Agency for the Modernization of their Supply Chain Management System
- Network management, support and facilities management services to Department of Energy Brookhaven Laboratory
- Software consulting and support services for the Space Transportation System of NASA
- Hardware benchmark analysis for selection of operation platform at U.S. Air Force
- Modernization of the human resources IT operations for the **Randolph Air Force Base** where legacy systems were replaced using the **Oracle Human Resources Suite**.
- Implementation of PeopleSoft Financials at the Internal Revenue Service Center in Washington D.C.

### **Local and State Government**

***RTI has New York State OGS “Project Based IT Services Consulting Contract for Lot 1 and Lot 2. Lot 1 is for certified MBEs and up to a limit of \$ 200,000 and Lot 2 is from \$200,001 to 7,500,000.***

In terms of special government procurement qualifications, RTI is certified as a minority owned business in the states of **New York, Texas, Maryland, Virginia, New Jersey and Illinois**. RTI is also a certified SDB firm with the Federal Government.

A highlight of our State and Local Government experience is our participation on the **State of New York’s Payroll System Project**. As a subcontractor to Accenture (formerly Andersen Consulting), we provided **PeopleSoft** system integration services, Oracle database management services, and IBM RS/6000 system administration services.



Other significant projects RTI has been engaged in at the state and local government level include:

- SFS (earlier known as FOCAS project) project for the State of New York Comptrollers' office
- Application development, database and systems management services for NYS Dept. of Social Services, Dept. of Tax and Finance, Dept. of Civil Services
- Child Welfare Projects in Pennsylvania, Massachusetts and New Hampshire
- PeopleSoft implementation customization and staff augmentation services for Port Authority of NY & NJ and the State of Delaware
- Network design, implementation and support services for New York City Board of Education
- Digital Imaging Project for 25 million documents at Nassau County Dept. of Health and Human Services (DHHS)
- Development, implementation and support of the “NO WRONG DOOR” system at Nassau County Dept. of Health and Human Services (DHHS)
- Systems integration, testing and training services for “WANG Conversion Project” at Nassau County Dept. of Health and Human Services (DHHS)
- Application development services for “Student Referral Management” and “Consumer Affairs Case Management” projects for Nassau County Dept. of IT
- Application Development and staff augmentation services for Suffolk County Dept. of Health, Dept. of Social Services and Dept. of Information Technology
- Government shared services web-based application implementations at Town of North Hempstead.

### **Educational Institutions**

RTI has been providing services to school districts, colleges and major universities since 1992. We have successfully worked with major school districts providing them with Systems Integration, Software Development, Web based application development, web site design and maintenance and networking services. A sample list of our engagements with the educational institutions includes:

- Created “Cadet Merchant Mariner Credential” for SUNY Maritime, automating the certification process at the college by developing a web-based application to enable faculty members and students access information immediately anywhere the web is available.
- PeopleSoft implementation and support at City University of New York (CUNY)
- Development of Student Transcript Evaluation System for the Baruch College, City University of New York
- Customization of PeopleSoft applications for Stony Brook University
- Network design, implementation and support services at New York City Board of Education
- Development of the Smithsonian Award winning Decision Support System to measure and gauge the relative performance of the School Districts and the various Schools for the New York City Board of Education
- Development of the “Student Referral Management System” Roosevelt School District

- Design, implementation and support of networking systems at Shoreham - Wading River School District, Harborfields Central School District, Smithtown Central School District, East Hampton High School and Sayville Public Schools

### **Commercial & Not-for-Profit**

For Fortune 500 clients, private and public companies we provide an extensive range of services covering various industries from banking, finance, manufacturing, consulting and other professional services. Similarly, we offer a wide range of services including networking, application development and web site development to not for profit organizations.

We always work very closely with our clients to better understand their business needs and we deliver the right solutions that meet and exceed their expectations.

Some of the commercial and not-for-profit customers we have been providing services and solutions include:

### **Value-Added Services**

RTI understands the need for corporate partnerships that span across the IT field and that these partnerships are crucial to successfully completing the types of integration projects RTI has provided to our clients.

With this in mind, RTI presents the strong relationships we have with the following vendors, and they will be available for negotiation and the purchase and delivery of goods and services on an as-needed basis:

- |  |  |
|--|--|
| • Microsoft Partner & Microsoft Cloud Service Provider | • Carahsoft Authorized Reseller                                  |
| • Salesforce Partner                                   | • Tech Data Authorized Reseller                                  |
| • Red Hat Partner                                      | • Tech Trade Global Partnership (Cisco, HP, Avaya, QLogic, etc.) |
| • AWS Partner  | • PowerSchool Partnership  |
| • Oracle Partner (In Progress)                         | • Rackspace Partnership  |
| • Motorola Partner (In Progress)                       | • NST Partnership (SonicWall, Dell, Logitech, Symantec, etc.)    |
| • Velosio Authorized Reseller                          |  |

This list is not comprehensive of RTI's offerings and if a product, service, or technical expertise is not offered or available through one of our usual vendors, we are able to quickly source and obtain the offering.

### **Small Business and Minority Owned Business Certifications**

- US Small Business Administration (SBA) – Small Disadvantaged Business (SDB)
- Minority Owned Business by the MTA
- Empire State Development – Minority Business Enterprise (MBE)
- Nassau County - Minority Business Enterprise (MBE)
- New Jersey - Minority Business Enterprise (MBE)
- Texas, Maryland, Virginia and Illinois – Minority Owned Business
- The Port Authority of NY&NJ – Minority Business Enterprise

- Maryland Department of Transportation – Minority Business Enterprise (MBE)

### **RTI Select Customer List**

- |   |  |
|---|--|
| • Air National Guard  | • NYC Transit Authority                                    |
| • American Management Systems                                   | • NYC Health and Hospital Corp.                            |
| • Accenture   | • New York Power Authority                                 |
| • Andrews Air Force Base  | • NYS Bridge Authority                                     |
| • ANSI  | • NYS Department of Health                                 |
| • Astoria Federal Savings & Loan                                | • NYS Energy Research and Development Authority            |
| • Avis Rent A Car   | • NYS Insurance Fund                                       |
| • Bearing Point   | • NYS Office of the State Comptroller                      |
| • Brookhaven National Laboratory                                | • NYS Office of Temporary and Disability Assistance (OTDA) |
| • City University of New York                                   | • NYS Office of Information Technology Services            |
| • Defense Logistics Agency                                      | • Northwell Health   |
| • Deloitte Consulting   | • One Brooklyn Health System                               |
| • Department of Energy  | • Pencom Systems Inc.                                      |
| • Deutsche Bank   | • Port Authority of New York & New Jersey                  |
| • Ernst & Young   | • Public Service Enterprise Group                          |
| • Estee Lauder  | • Randolph Air Force Base                                  |
| • Henry Schein  | • School Construction Authority                            |
| • HP  | • Stonybrook University                                    |
| • HSASC   | • Suffolk County   |
| • IBM Corporation   | • SUNY Brockport   |
| • Kirlin Securities   | • SUNY Maritime  |
| • Long Island Power Authority                                   | • SUNY Old Westbury  |
| • Long Island Rail Road   | • Svenska Handelsbanken                                    |
| • Lockheed Martin   | • Town of North Hempstead                                  |
| • Metropolitan Transportation Authority                         | • Unisys Corporation                                       |
| • Nassau County   | • U.S. Army  |
| • National Aeronautics and Space Administration                 | • U.S. Navy  |
| • NYC Department of Education                                   | • Waldner's Business Environment                           |
| • NYC Department of Health & Mental Hygiene                     | • Women's Sports Foundation                                |
| • NYC Department of Information Technology & Telecommunications |  |

# ***Raj Technologies Inc.***

**Raj Mehta**  
**321 Stonytown Rd., Manhasset, NY 10030**

Mr. Raj Mehta's career has spanned more than 32 years in the Information Technology (IT) industry. His experience includes system development, reengineering and conversion activities for Fortune 500 companies, as well as local, state, and federal governmental agencies.

## Experience:

1986 to Present

Chairman & CEO, Raj Technologies Inc. *(Formerly Infosys International, Inc.)*

Started a technology business to provide products and services to clients across the industry at a cost effective solutions. Managed and planned growth of the company that currently is headquartered at its own 14,000 square foot building located in Plainview, New York.

Mr. Mehta has designed, developed. And installed management information systems (MIS), accounting systems, network systems, and client information systems. His clients include public sector organizations such as the Pennsylvania Welfare Department, the New York State Department of Social Services, and BOCES (Suffolk County [NY]). Some of his private sector clients include IBM, Unisys, Ernst & Young, and Cantor Fitzgerald Securities to name a few.

1982 - 1986

Worked as a consultant to Grumman Data Systems for a project that developed Welfare Management System for the State of New York. Responsible for multiple sub systems which included Daily Reporting system, Wage reporting system, Remote Report Distribution system, and Eligibility system.

1980 – 1982

Sperry Univac  
Programmer/Analyst

Worked as a Programmer/Analyst for Sperry on various projects including NASA, Department of Public Welfare, State of Pennsylvania, and Benchmark for the US Air Force. Wrote many programs in COBOL, DMS, and TIP environment.

1979-1980

Hecht Company (Silver Springs, MD)  
Accounts Payable Clerk

Worked as an Accounts Payable Clerk for the retail business of Hecht Company. Duties included preparing vouchers, key recs, and calculating mark ups.

1975-1978

Bharat Bbbins Limited (Ahmedabad, India)  
Accountant

Worked as an accountant for the company with responsibilities up to preparing Profit and Loss statement and the Balance Sheet.

Mr. Mehta holds a Bachelor of Law degree from the University of Gujarat in India and a Bachelor of Science in Business from the same university. Additionally, he is a certified cost accountant.

## BY-LAWS

of

INFOSYS INTERNATIONAL INC.

### ARTICLE I - OFFICES

The principal office of the corporation shall be in the Town of Huntington County of Suffolk, State of New York. The corporation may also have offices at such other places within or without the State of New York as the board may from time to time determine or the business of the corporation may require.

### ARTICLE II - SHAREHOLDERS

#### 1. PLACE OF MEETINGS.

Meetings of shareholders shall be held at the principal office of the corporation or at such place within or without the State of New York as the board shall authorize.

#### 2. ANNUAL MEETING.

The annual meeting of the shareholders shall be held on the 10th day of May, at two (2) p.M. in each year if not a legal holiday, and, if a legal holiday, then on the next business day following at the same hour, when the shareholders shall elect a board and transact such other business as may properly come before the meeting.

#### 3. SPECIAL MEETINGS.

Special meetings of the shareholders may be called by the board or by the president and shall be called by the president or the secretary at the request in writing of a majority of the board or at the request in writing by shareholders owning a majority in amount of the shares issued and outstanding. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

#### 4. FIXING RECORD DATE.

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other

action, the board shall fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty nor less than ten days before the date of such meeting, nor more than fifty days prior to any other action. If no record date is fixed it shall be determined in accordance with the provisions of law.

#### 5. NOTICE OF MEETINGS OF SHAREHOLDERS.

Written notice of each meeting of shareholders shall state the purpose or purposes for which the meeting is called, the place, date and hour of the meeting and unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice shall be given either personally or by mail to each shareholder entitled to vote at such meeting, not less than ten nor more than fifty days before the date of the meeting. If action is proposed to be taken that might entitle shareholders to payment for their shares, the notice shall include a statement of that purpose and to that effect. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the secretary a written request that notices to him be mailed to some other address, then directed to him at such other address.

#### 6. WAIVERS.

Notice of meeting need not be given to any shareholder who signs a waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

#### 7. QUORUM OF SHAREHOLDERS.

Unless the certificate of incorporation provides otherwise, the holders of a majority of the shares entitled to vote thereat shall constitute a quorum at a meeting of shareholders for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or classes, the holders of a majority of the shares of such class or classes shall constitute a quorum for the transaction of such specified item of business.

When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.

The shareholders present may adjourn the meeting despite the absence of a quorum.

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The shareholders present may adjourn the meeting despite the absence of a quorum.

8. PROXIES.

Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

Every proxy must be signed by the shareholder or his attorney-in-fact. No proxy shall be valid after expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

9. QUALIFICATION OF VOTERS.

Every shareholder of record shall be entitled at every meeting of shareholders to one vote for every share standing in his name on the record of shareholders, unless otherwise provided in the certificate of incorporation.

10. VOTE OF SHAREHOLDERS.

Except as otherwise required by statute or by the certificate of incorporation;

(a) directors shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election;

(b) all other corporate action shall be authorized by a majority of the votes cast.

11. WRITTEN CONSENT OF SHAREHOLDERS.

Any action that may be taken by vote may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all the outstanding shares entitled to vote thereon or signed by such lesser number of holders as may be provided for in the certificate of incorporation.

ARTICLE III - DIRECTORS

1. BOARD OF DIRECTORS.

Subject to any provision in the certificate of incorporation the business of the corporation shall be managed by its board of directors, each of whom shall be at least 18 years of age and be shareholders.

2. NUMBER OF DIRECTORS.

The number of directors shall be  
When all of the shares are owned by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders.



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The number of directors shall be  
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3. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of shareholders, the shareholders shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he is elected and until his successor has been elected and qualified, or until his prior resignation or removal.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the shareholders unless otherwise provided in the certificate of incorporation. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by vote of the shareholders or by action of the board. Directors may be removed without cause only by vote of the shareholders.

6. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote regardless of the number of shares, if any, which he may hold.

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6. RESIGNATION.

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7. QUORUM OF DIRECTORS.

8. ACTION OF THE BOARD.

9. PLACE AND TIME OF BOARD MEETINGS.

The board may hold its meetings at the office of the corporation or at such other places, either within or without the State of New York, as it may from time to time determine.

10. REGULAR ANNUAL MEETING.

A regular annual meeting of the board shall be held immediately following the annual meeting of shareholders at the place of such annual meeting of shareholders.

11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT.

(a) Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the president upon three days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

(b) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN.

At all meetings of the board the president, or in his absence, a chairman chosen by the board shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

14. COMPENSATION.

No compensation shall be paid to directors, as such, for their services, but by resolution of the board a fixed sum and expenses for actual attendance, at each regular or special meeting of the board may be author-

ized. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

#### ARTICLE IV - OFFICERS

##### 1. OFFICES, ELECTION, TERM.

(a) Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided.

(b) All officers shall be elected or appointed to hold office until the meeting of the board following the annual meeting of shareholders.

(c) Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

##### 2. REMOVAL, RESIGNATION, SALARY, ETC.

(a) Any officer elected or appointed by the board may be removed by the board with or without cause.

(b) In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term.

(c) Any two or more offices may be held by the same person, except the offices of president and secretary. When all of the issued and outstanding stock of the corporation is owned by one person, such person may hold all or any combination of offices.

(d) The salaries of all officers shall be fixed by the board.

(e) The directors may require any officer to give security for the faithful performance of his duties.

##### 3. PRESIDENT.

The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the shareholders and of the board; he shall have the management of the business of the corporation and shall see that all orders and resolutions of the board are carried into effect.

##### 4. VICE-PRESIDENTS.

During the absence or disability of the president, the vice-president, or if there are more than one, the executive vice-president, shall have all

the powers and functions of the president. Each vice-president shall perform such other duties as the board shall prescribe.

5. SECRETARY.

The secretary shall:

- (a) attend all meetings of the board and of the shareholders;
- (b) record all votes and minutes of all proceedings in a book to be kept for that purpose;
- (c) give or cause to be given notice of all meetings of shareholders and of special meetings of the board;
- (d) keep in safe custody the seal of the corporation and affix it to any instrument when authorized by the board;
- (e) when required, prepare or cause to be prepared and available at each meeting of shareholders a certified list in alphabetical order of the names of shareholders entitled to vote thereat, indicating the number of shares of each respective class held by each;
- (f) keep all the documents and records of the corporation as required by law or otherwise in a proper and safe manner.
- (g) perform such other duties as may be prescribed by the board.

6. ASSISTANT-SECRETARIES.

During the absence or disability of the secretary, the assistant-secretary, or if there are more than one, the one so designated by the secretary or by the board, shall have all the powers and functions of the secretary.

7. TREASURER.

The treasurer shall:

- (a) have the custody of the corporate funds and securities;
- (b) keep full and accurate accounts of receipts and disbursements in the corporate books;
- (c) deposit all money and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the board;
- (d) disburse the funds of the corporation as may be ordered or authorized by the board and preserve proper vouchers for such disbursements;
- (e) render to the president and board at the regular meetings of the board, or whenever they require it, an account of all his transactions as

treasurer and of the financial condition of the corporation;

(f) render a full financial report at the annual meeting of the shareholders if so requested;

(g) be furnished by all corporate officers and agents at his request, with such reports and statements as he may require as to all financial transactions of the corporation;

(h) perform such other duties as are given to him by these by-laws or as from time to time are assigned to him by the board or the president.

#### 8. ASSISTANT-TREASURER.

During the absence or disability of the treasurer, the assistant-treasurer, or if there are more than one, the one so designated by the secretary or by the board, shall have all the powers and functions of the treasurer.

#### 9. SURETIES AND BONDS.

In case the board shall so require, any officer or agent of the corporation shall execute to the corporation a bond in such sum and with such surety or sureties as the board may direct, conditioned upon the faithful performance of his duties to the corporation and including responsibility for negligence and for the accounting for all property, funds or securities of the corporation which may come into his hands.

### ARTICLE V - CERTIFICATES FOR SHARES

#### 1. CERTIFICATES.

The shares of the corporation shall be represented by certificates. They shall be numbered and entered in the books of the corporation as they are issued. They shall exhibit the holder's name and the number of shares and shall be signed by the president or a vice-president and the treasurer or the secretary and shall bear the corporate seal.

#### 2. LOST OR DESTROYED CERTIFICATES.

The board may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation, alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the board may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall

require and/or give the corporation a bond in such sum and with such surety or sureties as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

### 3. TRANSFERS OF SHARES.

(a) Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the corporation which shall be kept at its principal office. No transfer shall be made within ten days next preceding the annual meeting of shareholders.

(b) The corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of New York.

### 4. CLOSING TRANSFER BOOKS.

The board shall have the power to close the share transfer books of the corporation for a period of not more than ten days during the thirty day period immediately preceding (1) any shareholders' meeting, or (2) any date upon which shareholders shall be called upon to or have a right to take action without a meeting, or (3) any date fixed for the payment of a dividend or any other form of distribution, and only those shareholders of record at the time the transfer books are closed, shall be recognized as such for the purpose of (1) receiving notice of or voting at such meeting, or (2) allowing them to take appropriate action, or (3) entitling them to receive any dividend or other form of distribution.

## ARTICLE VI - DIVIDENDS

Subject to the provisions of the certificate of incorporation and to applicable law, dividends on the outstanding shares of the corporation may be declared in such amounts and at such time or times as the board may determine. Before payment of any dividend, there may be set aside out of the net profits of the corporation available for dividends such sum or sums as the board from time to time in its absolute discretion deems proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other



purpose as the board shall think conducive to the interests of the corporation, and the board may modify or abolish any such reserve.

#### ARTICLE VII - CORPORATE SEAL

The seal of the corporation shall be circular in form and bear the name of the corporation, the year of its organization and the words "Corporate Seal, New York." The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on the certificates for shares or on any corporate obligation for the payment of money may be a facsimile, engraved or printed.

#### ARTICLE VIII - EXECUTION OF INSTRUMENTS

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the board may from time to time designate.

#### ARTICLE IX - FISCAL YEAR

The fiscal year shall begin the first day of \_\_\_\_\_ in each year.

#### ARTICLE X - REFERENCES TO CERTIFICATE OF INCORPORATION

Reference to the certificate of incorporation in these by-laws shall include all amendments thereto or changes thereof unless specifically excepted.

#### ARTICLE XI - BY-LAW CHANGES

##### AMENDMENT, REPEAL, ADOPTION, ELECTION OF DIRECTORS.

(a) Except as otherwise provided in the certificate of incorporation the by-laws may be amended, repealed or adopted by vote of the holders of the shares at the time entitled to vote in the election of any directors. By-laws may also be amended, repealed or adopted by the board but any by-law adopted by the board may be amended by the shareholders entitled to vote thereon as hereinabove provided.

(b) If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.



**Division of Corporations,  
State Records and  
Uniform Commercial Code**

New York State  
Department of State  
**DIVISION OF CORPORATIONS,  
STATE RECORDS AND  
UNIFORM COMMERCIAL CODE**  
One Commerce Plaza  
99 Washington Ave.  
Albany, NY 12231-0001  
www.dos.ny.gov

**CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF**

INFOSYS INTERNATIONAL INC.

*(Insert the Current Name of Domestic Corporation)  
(Name change only)*

Under Section 805 of the Business Corporation Law

**FIRST:** The current name of the corporation is:

INFOSYS INTERNATIONAL INC.

If the name of the corporation has been previously changed, the name under which it was originally formed is:

INFOSYS INTERNATIONAL INC.

**SECOND:** The date of filing of the certificate of incorporation with the Department of State is:

MAY 3RD 1990

**THIRD:** The amendment effected by this certificate of amendment is as follows:

Paragraph FIRST of the Certificate of Incorporation relating to the name of the corporation is amended to read in its entirety as follows:

**FIRST:** The name of the corporation is:

RAJ TECHNOLOGIES INC.

**FOURTH:** The certificate of amendment was authorized by: *(Check the appropriate box)*

☐ The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

☒ The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

X

*(Signature)*

RAJENDRA B. MEHTA

*(Name of Signer)*

CHAIRMAN & CEO

*(Title of Signer)*

CERTIFICATE OF AMENDMENT  
OF THE  
CERTIFICATE OF INCORPORATION  
OF

INFOSYS INTERNATIONAL INC.

---

*(Insert Current Name of Domestic Corporation)*

Under Section 805 of the Business Corporation Law

Filer's Name and Mailing Address:

RAJENDRA B. MEHTA

---

*Name:*

RAJ TECHNOLOGIES INC.

---

*Company, if Applicable:*

321 STONYTOWN ROAD

---

*Mailing Address:*

MANHASSET NY 11030

---

*City, State and Zip Code:*

**NOTES:**

1. This form was prepared by the New York State Department of State to amend paragraph FIRST of a certificate of incorporation to change the name of a domestic corporation. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores.
  2. The name of the corporation and its date of incorporation provided on this certificate must exactly match the records of the Department of State. This information should be verified on the Department of State's website at [www.dos.ny.gov](http://www.dos.ny.gov).
  3. The Department of State recommends that all documents be prepared under the guidance of an attorney.
  4. **The certificate must be submitted with a \$60 filing fee.**
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