



State of New Jersey
THE PINELANDS COMMISSION
PO Box 359
NEW LISBON, NJ 08064
(609) 894-7300
www.nj.gov/pinelands



MIKIE SHERRILL
Governor
DR. DALE G. CALDWELL
Lt. Governor

General Information: Info@pinelands.nj.gov
Application Specific Information: AppInfo@pinelands.nj.gov

LAURA E. MATOS
Chair
SUSAN R. GROGAN
Executive Director

MEMORANDUM

To: Members of the Personnel and Budget Committee
From: Jessica Lynch, Business Manager *JCL*
Date: August 11, 2026
Subject: Meeting Materials

Enclosed are meeting materials for the Personnel and Budget Committee meeting to be held virtually on **Tuesday, August 18, 2026, at 9:30 a.m.** Draft Fiscal Year 2027 Budget documents and the draft budget resolution will be provided separately, by the end of this week.

Please note that the packet includes a copy of the single bid received in response to our Request for Proposals for Payroll, Time & Attendance and Human Resource Management Services. The bid remains under review by the staff Evaluation Committee. Although we hope to provide Committee members with our recommendation prior to the meeting, we anticipate that discussion of this matter will need to occur in closed session.

Specific access information will be provided to all Committee members in a separate email. The public will be able to view and participate in the meeting through the following YouTube link:
www.youtube.com/c/PinelandsCommission



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PERSONNEL & BUDGET COMMITTEE MEETING

August 18, 2026 – 9:30 a.m.

This meeting will be held virtually

Richard J. Sullivan Center for Environmental Policy and Education
Terrence D. Moore Conference Room
15C Springfield Road
New Lisbon, New Jersey

Watch the meeting on the Pinelands Commission YouTube channel:

<https://www.youtube.com/c/PinelandsCommission>

To Provide Public Comment, Please Dial: 1-929-205-6099 Meeting ID: 862 0307 1921

Agenda

1. Call to Order
2. Adoption of the June 30, 2026 Personnel & Budget Committee meeting minutes
3. Financial Matters
 - Check Register
 - Electronic Disbursements
 - Application Fee Revenue
4. Personnel Matters
 - Employee Actions
5. Fiscal Year 2027 Budget Discussion
 - Review of Draft Budgets
 - Recommendation to Commission
6. Public comment
7. Closed Session
 - Recommendation to Award Contract for Payroll, Time & Attendance and Human Resource Management Services

PINELANDS PERSONNEL & BUDGET COMMITTEE MEETING

This meeting was conducted in-person and available remotely.

The public could view/comment through Pinelands Commission YouTube link:

https://www.youtube.com/live/dlFR0RSbnXA?si=exFr_CiLtAeAMc_2

June 30, 2026 – 9:30 a.m.

MINUTES

MEMBERS IN ATTENDANCE:

Virtually: Committee Chairman Alan W. Avery Jr., Commission Chair Laura E. Matos, Commissioners Nicholas Asselta, Mark Lohbauer, Ryck Signor, and William Pikolycky, and Governor's Authorities Unit representative Azeem Chaudry.

MEMBERS ABSENT: None

STAFF PRESENT: Jessica Lynch

Virtually: Executive Director (ED) Susan R. Grogan and Gina Berg.

CALL TO ORDER:

Chairman Avery called the meeting to order at 9:39 a.m.

ADOPTION OF MINUTES:

Commission Chair Matos made a motion to adopt the March 17, 2026, Personnel & Budget Committee meeting minutes. Commissioner Asselta seconded the motion. All members were in favor. Commissioner Lohbauer was not present for the vote.

FINANCIAL MATTERS:

Jessica Lynch, the Commission's Business Services, Manager, reviewed the check register and electronic disbursements. She noted that application fee revenue is over the budgeted estimate for FY26 by 20%. She also discussed the recent Request for Quote (RFQ) for public accounting services and the staff's recommendation.

REQUEST FOR QUOTES:

Commissioner Lohbauer made a motion to award the contract for public accounting services to Holman Frenia Allison for three years at the cost of \$73,380.00. Commission Chair Matos seconded the motion. All members were in favor.

PERSONNEL MATTERS:

ED Grogan spoke on the following personnel matters.

- The retirement of Charles Horner, the Director of Regulatory Programs, Effective 06/01/26

- Effective 04/13/26, both Tia Sarriugarte, Business Assistant, and Gina Fernandes, Environmental Specialist, were hired.
- Current vacancies – The Director of Regulatory Programs vacancy is in the interview phase. Due to the recent death of a long-time MIS Specialist, a vacancy in that office will also need to be filled. Funds for both positions have been budgeted.

FIXED ASSET DELETION:

Ms. Lynch reviewed the list of fixed assets proposed for disposal.

Commissioner Lohbauer made a motion to dispose of the listed fixed assets. Commissioner Matos seconded the motion. All members were in favor.

FISCAL YEAR 2027 BUDGET:

ED Grogan discussed preliminary budget details: (see attached presentation slides):

- The anticipated revenue, with a state appropriation \$4,377,000, state supplemental funding of \$687,000, National Park Service grants of \$298,000, and application fees of \$800,000.
- Possible Grant Funding: Delaware Watershed Conservation Fund, (NFWF) \$249,875; and Environmental Protection Agency – Wetland Program Development \$211,788

She then made a presentation on projected application fee revenue (see attached presentation slides). Staff recommends a conservative approach. Committee members concurred with the suggestion that the Commission's FY27 budget include \$800,000 in anticipated application fee revenue.

PUBLIC COMMENT:

None

MOTION TO ADJOURN:

There being no further discussion, Commissioner Lohbauer moved to adjourn the meeting. Commission Chair Matos seconded the motion. The Committee agreed to adjourn at 10:26 a.m.

Certified as true and correct:



Tia Sarriugarte
Business Assistant
July 9, 2026



FY 2027 Fee Projections

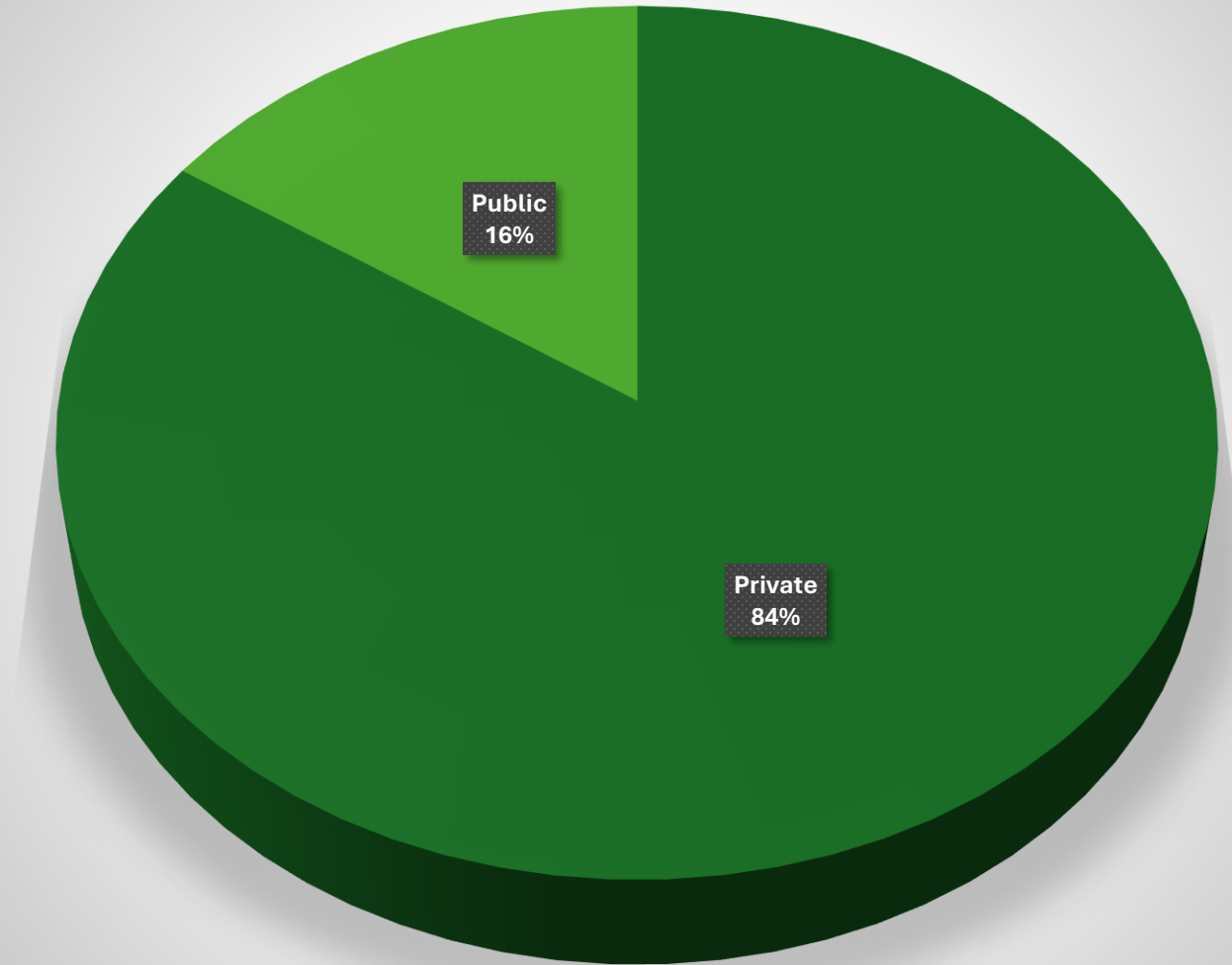
Personnel & Budget Committee

June 30, 2026

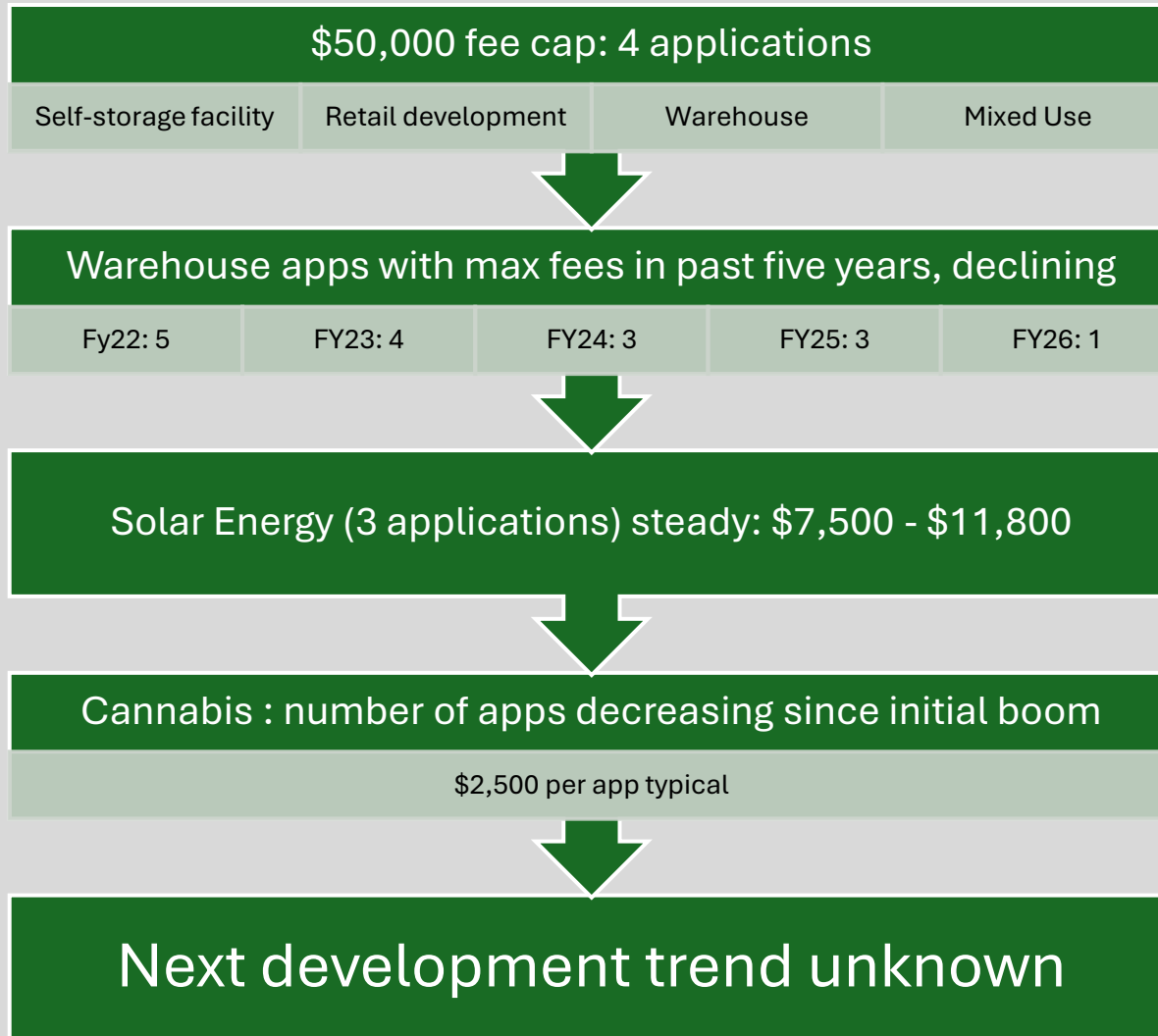
Public and Private Development Fees Assessed in FY26

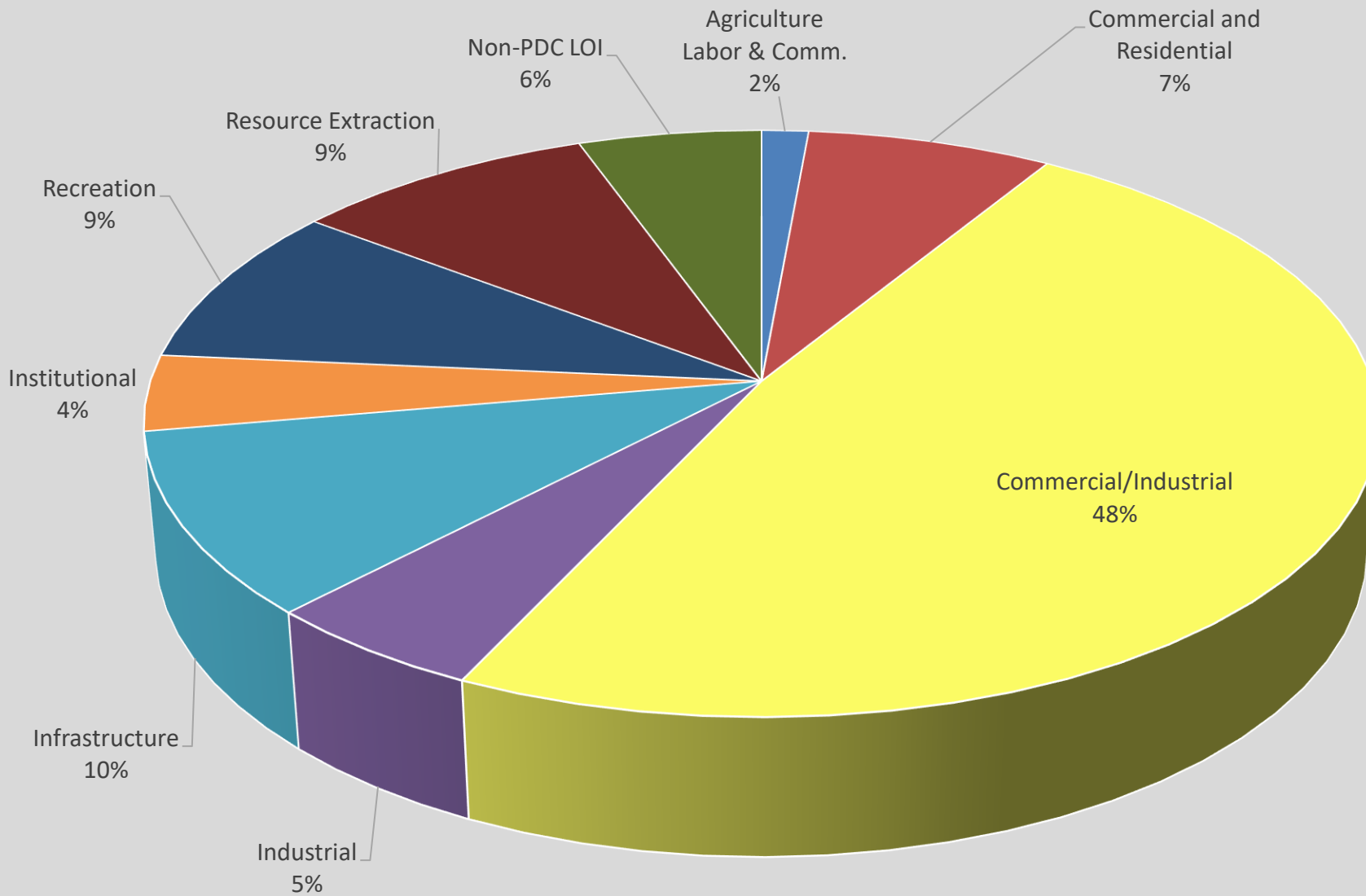
- Private development, mostly:
 - Commercial/Industrial
 - Residential
- Public development, mostly:
 - Infrastructure
 - Institutional
- YTD (mid-June):
 - approx. \$945,000
 - Above projected of \$850,000

FY26 Fees Assessed



Non-residential Development





Commercial/ Industrial Proposed Uses

- Self storage facility
- Warehouse/Logistics
- Retail
- Solar

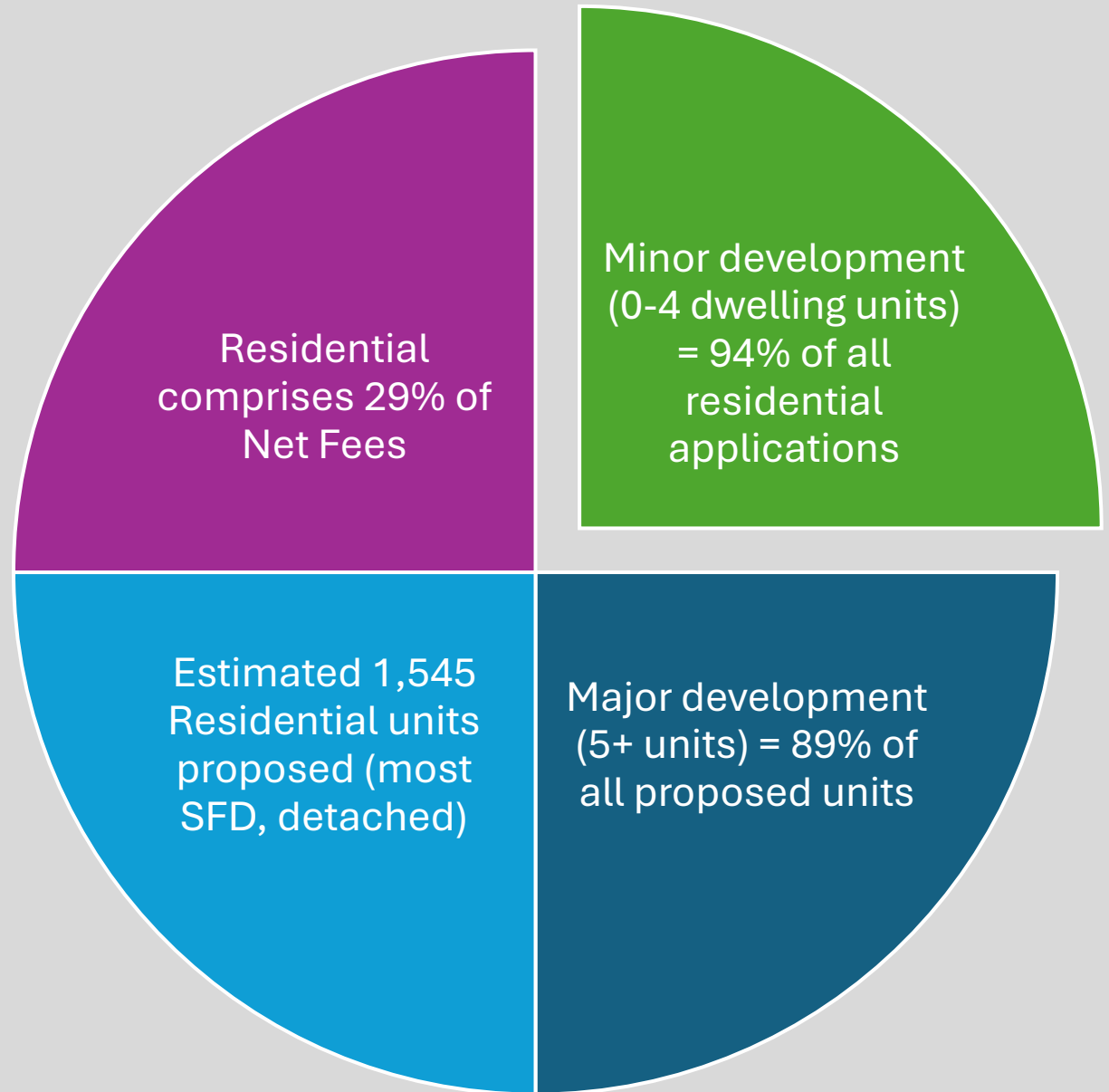
Non-PDC LOI – fee
increase

Recreation includes
Enduros & playgrounds

Six cannabis facilities –
mostly retail

Non-Residential Development –FY26

Residential Development Applications



Fee Revision Impacts

January 5, 2026, CMP amendment

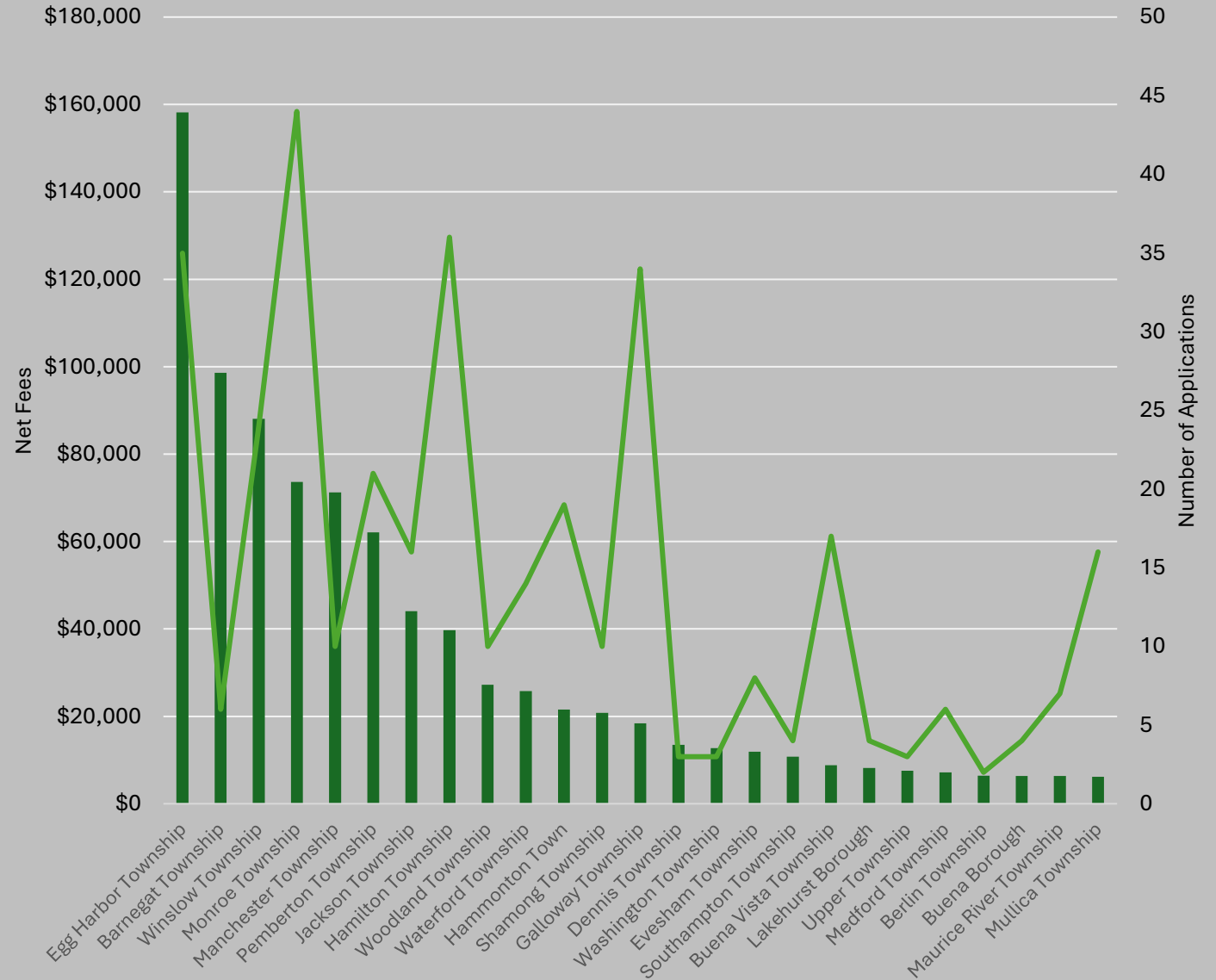
- Increased fees for wetlands Letters of Interpretation (LOIs) and other non-PDC LOIs
- Added fees for applications to resolve violations
- Set expiration dates for Certificates of Filing (CFs)

Too soon to accurately assess all impacts

- Wetlands/wetlands buffer verification change compared to prior years
 - 3 wetlands verification LOI applications: \$18,690; \$16,667; \$2,136
- Violations resolved fluctuates and not all involve applications to Commission
- CF expiration resulting in increased applications & fees

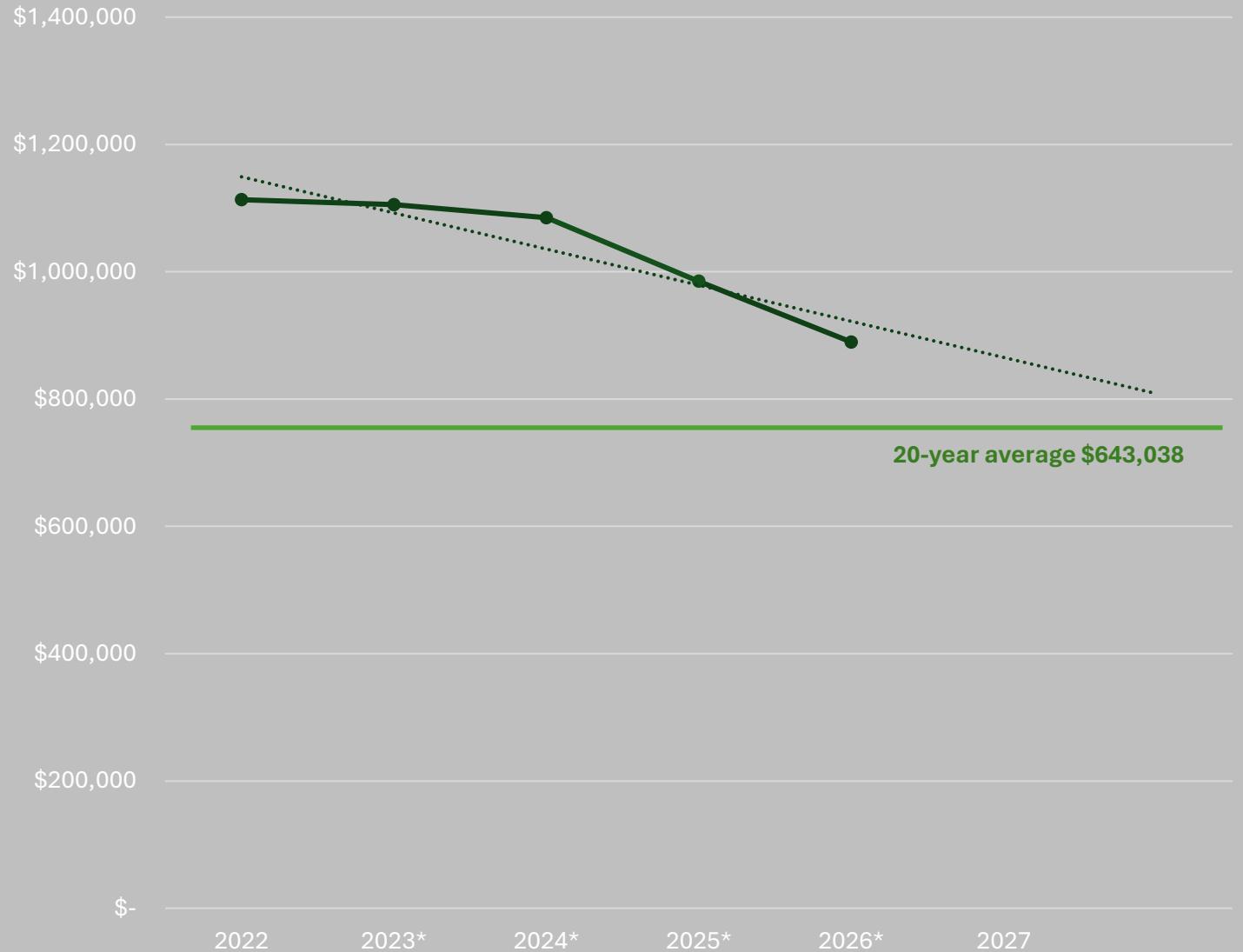
Net Fees and Number of Apps in FY26

- Top 25 municipalities
- RGA municipalities in the top 10 every year since FY22:
- Egg Harbor Twp
- Winslow Twp.
- Manchester Twp
- Jackson Twp



Fee Trends

- 20-year Average Annual Net Fees: \$624,038
- Most recent five-year average Net Fees: \$1,035,650
- Anticipated vs. Realized Fees
 - Realized has exceeded anticipated each year, however
 - FY22 and FY23 post-pandemic surges peaked at ~\$1.1M
 - Fees subsequently correcting in FY24 (-2%) and FY 25 (-9%) and FY 26 (-10%)



Recommended Budget Fee Projection: \$800,000

- Aligns with most recent 3-year downward trend
- 24% above 23-year Net Mean Actual Fees
- Conservative approach: 23% below 5-year average
- Limits reliance on unpredictable development surges (ex. Warehouse, solar, or cannabis in the past)
- Too soon to tell impacts of January fee revisions
- Escrows are not considered in projected fees

Personnel & Budget Committee

Fiscal Year 2027 Budget Update



June 30, 2026

Anticipated Revenue: FY27

	FY27
State Appropriation	\$4,377,000
State Supplemental Funding (Fringe Benefits)	\$687,000
Long-Term Environmental and Economic Monitoring (NPS grant)	\$298,000
Application Fees	\$800,000

Possible Additional Grant Funding: FY27

Project	Source	Funding Requested	Response Expected
Research, Monitoring and Decision Tools for Reptiles of Greatest Conservation Need (pine snakes, box turtles, rattlesnakes)	Delaware Watershed Conservation Fund (NFWF)	\$249,875	August
Long-term Trends in Wetlands Protection and the Spatial Requirements of a Regionally Important Bioindicator Species (Pine Barrens tree frog)	Environmental Protection Agency – Wetland Program Development	\$211,788	June

Range of Checking Accts: OPERATING to OPERATING Range of Check Dates: 06/01/26 to 06/30/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPERATING					
9493	06/08/26	ACME Albertsons/Safeway	47.62		195
9494	06/08/26	ANCH0010 ANCHOR MOVING AND STORAGE	1,850.00		195
9495	06/08/26	CHALIS Chalis Cleaning Service LLC	2,295.00		195
9496	06/08/26	DELL0005 DELL	714.96		195
9497	06/08/26	GANNE005 GANNETT NEW YORK-NEW JERSEY	115.28		195
9498	06/08/26	GRAIN005 GRAINGER	271.68		195
9499	06/08/26	HOMED005 HOME DEPOT CREDIT SERVICES	319.75		195
9500	06/08/26	JERSE025 JERSEY CENTRAL POWER & LIGHT	2,165.26		195
9501	06/08/26	JOANN010 Joanna Burger	2,922.85		195
9502	06/08/26	MASON005 W. B. MASON	369.99		195
9503	06/08/26	MAURI010 MAURIELLO, MARK	210.56		195
9504	06/08/26	MGLPR005 MGL Printing Solutions	261.00		195
9505	06/08/26	PHOTO010 B&H PHOTO-VIDEO	580.72		195
9506	06/08/26	PRIME005 PRIMEPAY, LLC	740.39		195
9507	06/08/26	RUTGE025 Rutgers, The State University	1,825.00		195 Staff Training - Reg. Programs
9508	06/08/26	SMARTST0 Smart Storage	150.00		195
9509	06/08/26	TREAS005 TREASURER, STATE OF NEW JERSEY	2,211.83		195 NJOIT - April
9510	06/08/26	TREVI005 TREVIPAY	66.32		195 Telecommunications Chargeback
9511	06/08/26	UGIEN005 UGI Energy Services, LLC	320.00		195
9512	06/08/26	USBAN005 US BANK	0.00	06/08/26 VOID	0
9513	06/08/26	USBAN005 US BANK	0.00	06/08/26 VOID	0
9514	06/08/26	USBAN005 US BANK	3,613.35		195
9515	06/08/26	VERIZ005 VERIZON WIRELESS SERVICES, LLC	215.01		195
9516	06/10/26	TREAS095 TREASURER, STATE OF NEW JERSEY	17,135.00		196 Fenwick Permit Fees
9517	06/23/26	ASSEL005 ASSELTA, NICHOLAS	270.72		197
9518	06/23/26	CHALIS Chalis Cleaning Service LLC	2,550.00		197
9519	06/23/26	DELL0005 DELL	15,130.47		197 Replacement Desktops, Laptops and Monitors
9520	06/23/26	IMPAC005 IMPAC FLEET	826.40		197
9521	06/23/26	JERSE025 JERSEY CENTRAL POWER & LIGHT	2,243.50		197
9522	06/23/26	KIMMA005 KIMMAGE PUBLISHING LLC	129.75		197
9523	06/23/26	LOWES005 LOWES	62.66		197
9524	06/23/26	MAYOK005 MAYO, KEITH	250.00		197 App.Refund 2008-0251.001 Monroe Twp
9525	06/23/26	MAYOR005 Mayer, Joseph & Nina	250.00		197 App.Refund 2006-0061.002 Mullica Twp
9526	06/23/26	MOUSE005 MOUSER ELECTRONICS, INC	300.89		197
9527	06/23/26	MULLE005 Muller, Jeffery	500.00		197 App.Refund 2018-0144.002 Winslow Twp
9528	06/23/26	MWNJ1005 MWNJ 13, LLC	1,843.75		197
9529	06/23/26	ONSET005 ONSET COMPUTER CORPORATION	936.00		197
9530	06/23/26	PTSD Pemberton Twp Sewer Division	1,710.00		197
9531	06/23/26	PUBLI005 PUBLIC SERVICE ELECTRIC & GAS	227.19		197
9532	06/23/26	SASSA005 James Sassano Associates, Inc.	250.00	07/14/26 VOID	197 (Reason: Amount changed)
9533	06/23/26	TECEL005 TEC ELEVATOR INC.	918.00		197
9534	06/23/26	TREAS005 TREASURER, STATE OF NEW JERSEY	2,170.61		197 NJOIT - May Telecommunications Chargeback
9535	06/23/26	UGIEN005 UGI Energy Services, LLC	127.49		197
9536	06/23/26	WASTE005 WASTE MANAGEMENT OF NEW JERSEY	74.80		197
9537	06/23/26	WPIKOLYC William Pikolycky	425.82		197
9538	06/23/26	WUNNE005 WUNNENBERG, ALEX	250.00		197 App.Refund 2023-0011.001 Stafford Twp
9539	06/30/26	BUZBY005 BUZBY-COPE, DEBORAH	210.56		198
9540	06/30/26	CHALIS Chalis Cleaning Service LLC	2,295.00		198
9541	06/30/26	IRICK010 IRICK, JEROME	451.20		198

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPERATING		Continued			
9542	06/30/26	JESSI005 JESSICA LYNCH, PETTY CASH CUST	225.63		198
9543	06/30/26	MATOS005 MATOS, LAURA E.	739.89		198
9544	06/30/26	SANCH010 SANCHEZ, JESSICA RITTLER	253.80		198
9545	06/30/26	SMARTST0 Smart Storage	150.00		198
9546	06/30/26	TREVI005 TREVIPAY	55.89		198
9547	06/30/26	TRIST010 TRI-STATE FIRE PROTECTION	3,500.00		198
9548	06/30/26	USBAN005 US BANK	0.00	06/30/26 VOID	0
9549	06/30/26	USBAN005 US BANK	0.00	06/30/26 VOID	0
9550	06/30/26	USBAN005 US BANK	0.00	06/30/26 VOID	0
9551	06/30/26	USBAN005 US BANK	5,371.15		198
9552	06/30/26	VERIZ005 VERIZON WIRELESS SERVICES, LLC	183.86		198
Checking Account Totals		Paid	Void	Amount Paid	Amount Void
		Checks:	54	6	83,036.60
		Direct Deposit:	0	0	0.00
		Total:	54	6	83,036.60
Report Totals		Paid	Void	Amount Paid	Amount Void
		Checks:	54	6	83,036.60
		Direct Deposit:	0	0	0.00
		Total:	54	6	83,036.60

Fire suppression sprinkler repair

Science Supplies, First Aid Boxes

Supplies, Online Press renewals.

Range of Checking Accts: OPERATING to OPERATING Range of Check Dates: 07/01/26 to 07/31/26
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPERATING					
9553	07/15/26	ACME Albertsons/Safeway	21.97		199
9554	07/15/26	BEVAN005 B SAFE LLC	486.00		199
9555	07/15/26	BRADY005 BARRY BRADY	608.70		199
9556	07/15/26	CARPE005 ELIZABETH G. CARPENTER	608.70		199
9557	07/15/26	CHALIS Chalis Cleaning Service LLC	2,040.00		199
9558	07/15/26	CLEAR010 CLEARY GIACOBBE ALFIERI JACOBS	250.00		199
9559	07/15/26	COLUM005 COLUMN SOFTWARE PBC	66.40		199
9560	07/15/26	CONN0005 DONNA CONNOR	608.70		199
9561	07/15/26	GRAHA005 DONNA GRAHAM	608.70		199
9562	07/15/26	GRAIN005 GRAINGER	51.79		199
9563	07/15/26	HOMED005 HOME DEPOT CREDIT SERVICES	169.72		199
9564	07/15/26	IMPAC005 IMPAC FLEET	800.03		199
9565	07/15/26	LAIDI005 KIM LAIDIG	1,217.40		199
9566	07/15/26	LAMAC005 JOHN G. LAMACCHIA	1,217.40		199
9567	07/15/26	LUKER005 RON LUKER	608.70		199
9568	07/15/26	MAINA005 MAIN ACCESS SYSTEMS	610.00		199
9569	07/15/26	MASON005 W. B. MASON	193.24		199
9570	07/15/26	MCBRI005 DONNA MCBRIDE	1,217.40		199
9571	07/15/26	MELOD005 THERESA J MELODICK	608.70		199
9572	07/15/26	MOORE010 TERENCE D. MOORE	1,217.40		199
9573	07/15/26	NAPA NAPA Auto Parts	135.72		199
9574	07/15/26	NJCSC NJ Civil Service Commission	2,160.00	199	FY27 CSC Traing Platform Chargeback
9575	07/15/26	NJCSC NJ Civil Service Commission	246.00	199	FY27 CSC Traing EAS Chargeback
9576	07/15/26	NJOFF005 Treasurer, State of New Jersey	51,305.89	199	NJOIT FY26 CAR Chargeback
9577	07/15/26	OBRIE005 O'BRIEN & SONS, INC.	26.99	199	Cost Allocation Recovery (CAR) System
9578	07/15/26	OSTAP005 Ostapkovich, Peter	250.00	199	App. Refund #2002-0374.001City of Estell
9579	07/15/26	P0000005 PEMBERTON TOWNSHIP WATER DEPT.	200.00	199	Manor
9580	07/15/26	PATHT005 PathTrack Ltd	6,797.80	199	Science Supplies
9581	07/15/26	PINER005 ELIZABETH PINER	1,704.60	199	
9582	07/15/26	PRIME005 PRIMEPAY, LLC	740.39	199	
9583	07/15/26	RICOH005 RICOH CORPORATION	348.72	199	
9584	07/15/26	RICOH005 RICOH CORPORATION	477.24	199	
9585	07/15/26	RICOH005 RICOH CORPORATION	169.54	199	
9586	07/15/26	RICOH005 RICOH CORPORATION	238.62	199	
9587	07/15/26	SASSA005 James Sassano Associates, Inc.	500.00	199	App. Refund #2006-0427.001 Town of
9588	07/15/26	SCHOE005 SCHOENBERG, JOHN	1,217.40	199	Hammonton
9589	07/15/26	SOLOM005 SOLOMON ZOLTY INVESTMENTS, LLC	1,125.00	199	App. Refund #2017-0225.002 Jackson Twp
9590	07/15/26	SONSI005 BETTY SONSLADEK	608.70	199	
9591	07/15/26	STOKE005 LINDA STOKES	608.70	199	
9592	07/15/26	TAYL0020 TAYLOR WISEMAN & TAYLOR	1,000.00	199	App. Refund #1981-1483.009 Medford Twp
9593	07/15/26	THOMS005 THOMSON REUTERS - WEST	608.00	199	
9594	07/15/26	TRACZ005 TRACZ, LLC	250.00	199	App. Refund #2026-0095.001 Jackson Twp
9595	07/15/26	TREAS080 TREASURER, STATE OF NEW JERSEY	258.00	199	State Elevator inspection chargeback
9596	07/15/26	TREVI005 TREVIPAY	64.48	199	
9597	07/15/26	URBAN010 URBAN ENGINEERS	1,000.00	199	App. Refund #2006-0322.003 - Wetlands
9598	07/15/26	VANSI005 VANSICKLE, GLENN	852.30	199	
9599	07/15/26	WASTE005 WASTE MANAGEMENT OF NEW JERSEY	74.80	199	
9600	07/15/26	WENGRO005 EDWARD WENGROWSKI	1,217.40	199	
9601	07/15/26	WHITT010 WHITTON, JAMES	608.70	199	

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
OPERATING		Continued			
9602	07/15/26	WOOD0005 MELODY WOOD	1,217.40		199
9603	07/15/26	YOUNG005 KAREN L. YOUNG	1,582.50		199
9604	07/15/26	YOUNG010 NADINE YOUNG	608.70		199
9605	07/15/26	ZAMPE005 ROBERT A. ZAMPELLA	1,582.50		199
9606	07/15/26	BUNNE005 JOHN F. BUNNELL	667.82		200
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	54	0	93,664.86	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	54	0	93,664.86	0.00
Report Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	54	0	93,664.86	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	54	0	93,664.86	0.00

Range of Accounts: 1-00-000-01-11-02 to 1-00-000-01-11-02 Starting Date: 06/01/26 Ending Date: 06/30/26
Transaction Type: Manual Db: N Cr: Y Receipts Db: N Cr: N Adopt/Amend Db: N Cr: N Invoice Db: N Cr: N
Expenditures Db: N Cr: N Encumbrance Db: N Cr: N Accrued Revenue Db: N Cr: N Refund Db: N Cr: N
Disbursements Db: N Cr: N Revenue Db: N Cr: N Reimbursements Db: N Cr: N Transfer OverPayment Db: N Cr: N
Deferred Revenue Db: N Cr: N Received Db: N Cr: N
Summarize Receipts/Disbursements: N

G/L Account No. Date Transaction	Description	Type	Debit	Credit	Reference #	User
1-00-000-01-11-02	BANK OF PRINCETON -OPERATING	Asset				
06/02/26 Manual Entry	MONEY TRANSFER FEE CHARGED BY BANK			25.00	G 347 4	JLYNCH
06/03/26 Manual Entry	RECORD NET PAY DISBURSEMENT PPE 5/29/26			92,685.60	G 347 6	JLYNCH
06/03/26 Manual Entry	EFT FSA PAYMENT			15.64	G 347 34	JLYNCH
06/04/26 Manual Entry	EFT FSA PAYMENT			620.83	G 347 36	JLYNCH
06/08/26 Manual Entry	EFT PAYMENT FOR DENTAL JUNE 2026			2,514.87	G 347 40	JLYNCH
06/09/26 Manual Entry	EFT FSA PAYMENT			40.00	G 347 42	JLYNCH
06/10/26 Manual Entry	EFT PAYMENT RED TAX PPE 5/29/26			34,979.57	G 347 46	JLYNCH
06/10/26 Manual Entry	EFT PAYMENT FOR PA REV PPE 5/29/26			136.45	G 347 48	JLYNCH
06/10/26 Manual Entry	EFT PAYMENT DEF COMP/ROTH PPE 5/29/26			7,274.52	G 347 51	JLYNCH
06/11/26 Manual Entry	EFT PAYMENT NJGIT PPE 5/29/26			6,019.01	G 347 53	JLYNCH
06/15/26 Manual Entry	EFT FSA PAYMENT			620.83	G 347 59	JLYNCH
06/16/26 Manual Entry	EFT FSA PAYMENT			24.02	G 347 65	JLYNCH
06/16/26 Manual Entry	MONEY TRANSFER FEE CHARGED BY BANK			25.00	G 347 69	JLYNCH
06/17/26 Manual Entry	EFT FSA PAYMENT			77.18	G 347 73	JLYNCH
06/18/26 Manual Entry	EFT FSA PAYMENT			154.77	G 347 75	JLYNCH
06/18/26 Manual Entry	RECORD NET PAY DISBURSEMENT PPE 6/12/26			109,298.48	G 347 81	JLYNCH
06/18/26 Manual Entry	EFT FOR FEDERAL TAX PAYMENT PPE 6/12/26			44,740.64	G 347 112	JLYNCH
06/22/26 Manual Entry	EFT FSA PAYMENT			50.00	G 347 118	JLYNCH
06/23/26 Manual Entry	EFT FSA REFUND			7.72	G 347 122	JLYNCH
06/23/26 Manual Entry	EFT FSA REFUND			19.21	G 347 124	JLYNCH
06/26/26 Manual Entry	EFT FSA PAYMENT			64.88	G 347 148	JLYNCH
06/29/26 Manual Entry	EFT FSA PAYMENT			30.00	G 347 162	JLYNCH
Total Manual Entry:	22	Debit: 0.00	Credit: 299,424.22	Net: 299,424.22	Cr	

Report Totals

Total Manual Entry:	22	Debit: 0.00	Credit: 299,424.22	Net: 299,424.22	Cr	
Total Transactions:	22	Debit: 0.00	Credit: 299,424.22	Net: 299,424.22	Cr	

New Jersey Pinelands Commission Application Fee Summary

FY Total	Month	Total Revenue	Received		Refunded	
			Number	Amount	Number	Amount
Budget	FY 2026					
\$49,448.54	July	49,448.54	41	\$49,448.54	0	\$0.00
\$180,065.54	August	130,617.00	44	\$145,776.38	15	\$15,159.38
\$224,081.01	September	44,015.47	45	\$49,784.22	4	\$5,768.75
\$258,817.82	October	34,736.81	45	\$53,506.41	10	\$18,769.60
\$332,477.83	November	73,660.01	23	\$76,110.01	8	\$2,450.00
\$420,567.20	December	88,089.37	49	\$88,089.37	0	\$0.00
\$457,777.44	January	37,210.24	41	\$43,272.74	9	\$6,062.50
\$602,612.18	February	144,834.74	38	\$147,028.61	6	\$2,193.87
\$659,206.61	March	56,594.43	51	\$56,594.43	0	\$0.00
\$696,585.57	April	37,378.96	48	\$63,044.21	15	\$25,665.25
\$849,506.59	May	152,921.02	37	\$153,421.02	2	\$500.00
\$1,024,238.44	June	174,731.85	48	\$178,075.60	6	\$3,343.75
\$1,024,238.44		\$1,024,238.44	510	\$1,104,151.54	75	\$79,913.10

Budget Anticipated	\$850,000.00	
Amount Collected	\$1,024,238.44	120.50%
Amount in Excess of Budget.	\$174,238.44	20.50%

New Jersey Pinelands Commission Application Fee Summary

FY Total	Month	Total Revenue	Received		Refunded	
			Number	Amount	Number	Amount
Budget	FY 2027					
\$40,880.92	July	40,880.92	43	\$44,255.92	6	\$3,375.00
\$40,880.92	August	0.00				
\$40,880.92	September	0.00				
\$40,880.92	October	0.00				
\$40,880.92	November	0.00				
\$40,880.92	December	0.00				
\$40,880.92	January	0.00				
\$40,880.92	February	0.00				
\$40,880.92	March	0.00				
\$40,880.92	April	0.00				
\$40,880.92	May	0.00				
\$40,880.92	June	0.00				
\$40,880.92		\$40,880.92	43	\$44,255.92	6	\$3,375.00

Budget Anticipated	\$800,000.00	
Amount Collected	\$40,880.92	5.11%

EMPLOYEE ACTIONS

July 2026 – August 2026

A. RETIRING EMPLOYEE(S)

NAME	TITLE	OFFICE	DEPARTING DATE	EFFECTIVE DATE
CAROL EBERSBERGER	BUSINESS SPECIALIST 1	BUSINESS SERVICES	08/28/2026	09/01/2026

B. PROMOTION(S)

NAME	TITLE	OFFICE	EFFECTIVE DATE	<i>PREVIOUS TITLE</i>
APRIL FIELD	DIRECTOR OF REGULATORY PROGRAMS	REGULATORY PROGRAMS	07/01/2026	CHIEF PERMIT ADMINISTRATOR
MORGAN FOLEY	MIS SPECIALIST 3	INFORMATION SYSTEMS	07/01/2026	MIS SPECIALIST 4
DONNA DIPALMA	TECHNICAL ASSISTANT 1	REGULATORY PROGRAMS	07/01/2026	TECHNICAL ASSISTANT 2

C. VACANCIES / RECRUITMENT

TITLE		OFFICE		STATUS
DIRECTOR OF REGULATORY PROGRAMS		REGULATORY		BUDGETED/HIRED
CHIEF PERMIT ADMINISTATOR		REGULATORY		BUDGETED
MIS SPECIALIST		INFORMATION SYSTEMS		BUDGETED
BUSINESS SPECIALIST		BUSINESS SERVICES		BUDGETED

**N.J. PINELANDS COMMISSION
REQUEST FOR PROPOSAL (RFP)
RFP #27-001
Cover Page**

DATE ISSUED: July 1, 2026

Vendor Name: Primepoint, LLC

Vendor Federal Tax ID Number:
22-3755798

Vendor Address: 2 Springside Road
Westampton, NJ 08060
Telephone Number: 800-600-5257
Email: n.forgione@primepoint.com

Return To:
N.J. Pinelands Commission
Jessica Lynch, Business Manager
Email: RFP@pinelands.nj.gov

RESPONSE TO THIS REQUEST FOR PROPOSAL SHALL BE RETURNED BY:

August 5, 2026, at 1:00 P.M.

QUALIFY AS: (CHECK IF APPLICABLE) ☒ SMALL BUSINESS

NAME:

Payroll, Time & Attendance and Human Resource Management Services

TOTAL COST: \$18,505 first year
\$14,130 years 2 & 3

Important Instructions to Vendor: Fill in all requested information. After you have completed this Solicitation request, it must be signed and submitted to the email address indicated above. The Pinelands Commission General Terms and Conditions are included as a part of this solicitation and any contracts pursuant thereto.

Bidder's Signature:



Title: CEO

Date: 7/31/2026



RFP #27-001: Payroll, Time & Attendance and Human Resource Management Services Proposal for: New Jersey Pinelands Commission

Created by: Nick Forgione
973-722-5024
nforgione@primepoint.com

Date: 8/5/2026

Primepoint LLC
2 Springside Road
Westampton, NJ 08060
800-600-5257
<https://primepoint.com/>

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I. Primepoint Introduction

Primepoint is a family-owned NJ based business and has been a leader in providing payroll and human resources management systems for over 25 years. Prior to Primepoint, Albina (Bea) Bothwell started Delaware Valley Payroll Inc. extending our experience to over 35 years. Bea taught her sons how to work hard and listen to our clients. These values continue to be at our core and have led Primepoint to being an industry leader. Primepoint is located in Westampton, NJ and currently employs 91 employees.

Primepoint serves businesses from one employee to several thousand, in private, public and government sectors. The largest segment is the government sector. Primepoint currently processes payroll for roughly 43% of all New Jersey Municipalities and eight counties, including Burlington County.

Primepoint is most proud of achieving top positions among New Jersey's Top Work Places. Primepoint has made the Top Work Places list for the past four years. Having a desirable workplace for our employees has produced a very experienced, highly engaged and dedicated workforce with little turnover.

Primepoint's Technology

PRIMEPOINT IS A HUMAN RESOURCE AND PAYROLL MANAGEMENT COMPANY OFFERING
PROPRIETARY CLOUD-BASED TECHNOLOGY THAT INTEGRATES:

Human Resource Management System

Provides the capability to manage an employee's work life from recruitment to separation

Payroll Management/Processing

Advanced technology creates streamlined payroll processing and reporting, as well as improved management of payroll finances and G/L entries

Reporting and remitting to Federal, 50 states & local tax jurisdictions

Time and Labor Management Solutions

SAAS system to manage both employee time worked and time off

Employee Scheduling

EmployeeXperience® Self-service Web Portal

Accessible via computer and Smartphone apps, includes single sign-on to time collection and benefits administration systems, enables on-boarding, online benefits enrollment, employee communications, and much more

Provides an Employee Support Center. We believe that this employee call center is vital to the successful use of an employee portal. This and future generations of employees are technologically aware and expect more sophisticated mobile-friendly tools to easily and quickly access information. We support your employees with not only a great tool, but also great support in its use. Our Employee Support Center is a standard service at no additional charge

Human Resource Support Services

Includes employee handbooks, HR help desk, job descriptions, and much more.

Benefit Management Including ACA Compliance and Reporting

Primepoint offers tools to measure and manage benefit eligibility and online benefits enrollment via Primepoint's EmployeeXperience®, the outcome of which will enable reporting as required under the Affordable Care Act (ACA)

II. Proposal Requirements

SCOPE OF WORK

1. Payroll Processing

- Bi-weekly payroll for all employees (40 to 50) – 26 pay periods per year
 - Primepoint serves public sector clients of all sizes, from a single employee to several thousand, and is experienced in managing regular bi-weekly cycles for New Jersey government entities.
- Payday is every other Thursday unless Thursday is a holiday, then payday is the day before.
 - Primepoint's processing schedule is configured to accommodate specific client payday rules, including adjustments for bank and company holidays to ensure timely funding.
- Calculation of wages, tax deductions, benefits and garnishments
 - The system automatically calculates gross-to-net pay, including all federal, state, and local taxes, benefit deductions, and garnishments.
- Online timekeeping and attendance integration
 - Primepoint provides an integrated HRMS, Payroll, and Time solution. Our proprietary Business Access system synchronizes in real-time with the UKG Workforce Ready time and labor system via a specialized API.
- Ability to use multiple earnings and deduction codes, as needed
 - The system supports an unlimited number of earnings codes to accommodate various compensation types, stipends, and differential pays.
- Benefit accruals that support multiple time allocations (vacation, sick, and administrative days)
 - The solution applies complex benefit-time and PTO policies to produce accurate calculations for various employee groups, including vacation, sick, and administrative days.
- Distribution of electronic paystubs
 - Employees receive 24/7 secure access to electronic pay statements through the **EmployeeXperience®** self-service portal, eliminating the need for paper stubs.

2. Full-service direct deposit management, including the ability to split deposits among multiple financial institutions

- Primepoint provides full-service direct deposit. Employees can view and update their own distribution rules, including splitting net pay among multiple accounts by flat dollar amount or percentage.

3. Tax Filing:

• File all federal, state and local payroll taxes

- Primepoint's Tax Services Division, led by Director of Tax Services Lisa Goff (over 27 years of experience), handles all payroll tax deposits and filings for federal, state, and local jurisdictions.

• Ensure timely and accurate tax payments

- Primepoint's Tax Services Division ensures timely and accurate tax payments.

• Issue year-end tax documents (W-2's, W-3's, 1099)

• File the year-end tax documents with the IRS/Social Security Administration

The system generates, issues, and electronically files all required year-end tax documents (W-2, W-3, 1099) with the appropriate federal and state agencies.

• Provide quarterly and annual tax reports

- All relevant quarterly and annual payroll processing and tax reports are generated and provided through the secure administrator portal.

4. Human Resources & Compliance Support

• Integration with payroll, benefits, and human resources functions

- Primepoint uses a single database, modular system that manages payroll, benefits and HR data on a single employee record.

• Flexible Spending Accounts tracking and support

- Primepoint can track FSA enrollment, contributions, and ensure accurate payroll deductions. Primepoint can suggest an FSA account provided by one of our partners.

• Worker's Compensation reporting

- Primepoint's system generates reports that distinguish between regular and premium wages specifically to facilitate accurate Worker's Compensation documentation.

• Dependent Care tracking and support

- Integrated tracking and reporting are provided for Dependent Care Assistance Programs.

- New hire and unemployment claim support
 - The platform automates mandatory new hire reporting. It also allows for the input and storage of separation details specifically to improve the management of unemployment claims.

5. Timekeeping and Leave Management Services

- Employee and manager self-service capabilities for time entry, leave requests, and approvals, accessible via desktop and mobile devices
 - The **UKG Workforce Ready** Time and Labor Management System provides web-enabled and mobile application access for time entry, time-off requests, and manager approvals. Our Leave of Absence Management module handles various leave requests.
- Configurable timesheets and work schedules
 - The system uses a robust rules engine to enforce complex work rules, meal breaks, and rounding.
- Access to real-time employee timesheets and leave balances
 - Managers can view departmental time-off calendars, real-time leave balances and employee timesheets "at a glance" via our portal.
- Tracking of FMLA, paid family leave, sick leave, military leave, jury duty, and other agency-specific leave types such as donated sick leave
 - The system is custom-configured to track FMLA, NJ Family Leave (FLA), and agency-specific donated leave bank transfers. Our Leave of Absence Management module handles various leave absence requests.
- Management of intermittent leave and leave entitlement balances
- Audit trails for all time and leave transactions
 - The platform manages intermittent leave and maintains comprehensive audit trails that record every transaction, including the user and nature of the change.
- Reporting for attendance, leave usage, comp time, and overtime
 - Administrators have access to specialized reports for attendance trends, leave usage, compensatory time balances, and overtime monitoring.
- Integration with payroll to ensure accurate earnings, accruals, and deductions
 - API integration ensures that time data is pushed automatically into the core payroll system for processing every cycle. Primepoint uses a single database, modular system that manages payroll, benefits and HR data on a single employee record.

6. Reporting and Data Services

- Custom and Standard Reports (Payroll, Tax, Labor, Time and Attendance and Year-End Reports).
 - The system includes over 50 standard and interactive reports, including specialized PERS/PFRS IROC reports. Administrators have access to over 50 standard and interactive reports, including specialized PERS/PFRS IROC reports. Our custom **Report Builder** enables ad-hoc queries, and all reports are exportable to Excel and PDF formats.
- On-demand payroll history
 - Primepoint maintains detailed, on-demand payroll history. Primepoint will import current and prior year check data. Previous years data, i.e. prior to 2026, assuming a 1-1-2027 start date, can be imported for a fee of \$300 base fee per year + \$0.15 per check.
- Audit logs and change tracking
 - Primepoint maintains detailed, comprehensive audit logs to track all changes to positions, demographics, and security settings.
- Secure employee and administrator portal
 - Users access the system through secure **EmployeeXperience®** and **Business Access** portals. Employees may view their paystubs, run reports, request changes to their demographic and tax filing status, elect benefits, complete workflows and view and manage their time off balances through their portal. Through our **Role Based Security** feature, practitioners/administrators can manage their roles/functions via customized access rights.
- Ability to export reports into multiple formats (Excel and PDF a must)
 - All reports are exportable to **Excel and PDF** formats.

7. Customer Support and Training

- Dedicated account representative
 - Nick Forgione, your sales representative, becomes your dedicated account representative.
- Technical Helpdesk and ongoing support
 - The Commission will be supported by Primepoint's team-based service model, providing continuous coverage and shared institutional knowledge. Our Dedicated Government Payroll Service team is led by Dennis Murphy, a 25 year Primepoint employee. The Primepoint Time & Labor team is led by Steve Usarzewicz, a 18 year Primepoint employee. The HR Solutions team is led by April Weiss, a 12 year Primepoint employee. These teams support their respective functional areas for our clients. Our service teams are available for technical support between 8:30 AM and 5:30 PM EST, Monday through Friday.

- Initial and refresher training for Payroll & HR Staff
 - Training is delivered via recorded Zoom sessions, written manuals, and training videos. Clients also participate in semi-annual NJ Government User Group meetings.
 - **Live Virtual Sessions:** Recorded for future use.
 - **Comprehensive Manuals:** Written guides for all user levels.
 - **NJ Government User Groups:** Semi-annual meetings for peer networking.

8. Data Migration

- Conversion from incumbent payroll vendor with all applicable reconciliations
 - Primepoint will completely replace the current PrimePay and CATS systems via a one-time data migration. Our engineers are skilled at designing custom extractions from existing systems to ensure data integrity.
- Provision of a payroll preview must be made available for review of potential errors prior to generation of payroll checks and direct deposits for every payroll.
 - Primepoint provides pre-check registers and audit reports for every cycle, allowing the Commission to reconcile and correct errors prior to final submission.

References

Township of Voorhees Alex Davidson - CFO 856-429-7026 260 employees Started 12/14/23 Previously used Edmunds	County of Mercer Alejandra Silva - HR Director 609-989-6676 1,425 employees Started 11/29/19 Previously used In-House
County of Sussex Elke Yetter-CFO 973-589-0360 x 11123 650 employees Started 7/3/18 Previously used ADP	City of Hoboken Maria Pepe - Assistant Comptroller (201) 420-2022 650 employees Started 10/23/14 Previously used ADP
County of Burlington Carolyn Havlick- CFO 609-265-5018 1400 employees Started 5/26/22 Previously used Edmunds	City of Paterson Javier Silva – CFO 973-321-1304 1700 employees Started 7/8/22 Previously used Edmunds

Transition to Primepoint's Services

Overview

This will be the start of when you experience and appreciate the **Primepoint Experience™**. Primepoint offers a unique transition process designed to ensure new customers experience a smooth conversion to Primepoint's systems & services.

The Implementation Team will be by your side every step of the way.

- Made up of experienced professionals
- Has a wealth of experience transitioning customers
- Will be your direct contact during transition, when systems go live, and until all your expected services and solutions are completed and running smoothly

After the transition, New Jersey Pinelands Commission will be assigned to one of Primepoint's amazing service teams.

- Trained and experienced to serve the most sophisticated and complex clients
- Able to implement process improvements when needed or uncovered
- Turnover is very low, so you get to know the team members and the team members get to know you

NEW CUSTOMER SURVEY RESULTS

PRIMEPOINT IS KNOWN FOR PAINLESS TRANSITIONS WITH 97% OF TRANSITIONED CUSTOMERS SAYING THEY WERE VERY SATISFIED OR SATISFIED WITH THEIR CHANGE TO PRIMEPOINT AND THE TRANSITION WAS AS EASY AS OR EVEN EASIER THAN THEY EXPECTED.

Very Satisfied: 78%

Satisfied: 19%

Somewhat Satisfied: 2.6%

Not Satisfied: 0%

Sample Implementation Plan

The following implementation plans illustrate the typical steps involved in deploying each solution. Projects will be managed by three dedicated implementation teams - Payroll, HR, and Time - coordinated by an overall project manager to ensure alignment across workstreams. Each team operates independently with its own timeline.

Project Kickoff: Discovery and Implementation Preparation

Initial Implementation Meeting (1 day)

- Team introductions and alignment
- Review of current Payroll, HR, and Time environment
- Clarification of project goals and priorities
- Refinement of implementation timeline and milestones for each project team (Payroll, HR, Time)
- Establishment of communication protocols
- Review potential roadblocks and discuss mitigation strategies
- Obtain contact information and role assignments for project stakeholders

Organization Setup in Primepoint System (1-4 days)

- Provide access to existing Payroll, HR, and Time platforms
 - Build the organizational structure within Primepoint
 - Define user roles and permission levels
 - Create and configure user accounts
-

Sample Payroll Implementation Plan

Phase 1: System Introduction Session (1 day)

- Overview of Primepoint's solution architecture and features
 - Review payroll specific needs
 - Introduction to the secure File Exchange portal for sensitive data transmission
 - Provide access to existing Payroll, HR, and Time platforms
-

Phase 2: Data Collection & Preparation

Data Collection (1-2 weeks)

- Collect the following data sets:
 - Employee demographic and payroll data
 - Tax and wage profiles
 - Scheduled deductions and banking information
 - Position and employment records
 - Historical payroll check data (if requested in proposal)
- Primepoint will provide feedback on progress and report on any questions discovered during data extraction

Data Preparation for Import (1–2 weeks)

- Validate and confirm data accuracy and completeness
 - Reformat and map data for system import
 - Reconcile payroll history and tax calculations
 - Prepare test-ready data sets
 - Primepoint will provide feedback on progress and report on any questions discovered during data preparation
-

Phase 3: System Integration & Training

Initial Data Import (1–2 weeks)

- Import validated employee and payroll history data into Primepoint
- Perform reconciliation with past tax filings and payroll records

Training Sessions:

Employee Data Maintenance (1 day)

- In-depth training in employee profile management
- Identify process improvement opportunities
- Decide on ongoing data maintenance protocol: data extraction by Primepoint or dual maintenance by Business

Payroll Processing Training (1 day)

- Comprehensive training on payroll processing workflow
 - Explore potential process efficiencies
-

Phase 4: Parallel Testing & Validation (1-2 days)

- Calculate a full payroll in using earning of a payroll from Business's legacy system
 - Conduct side-by-side comparisons of outputs
 - Identify and resolve any data or calculation discrepancies
 - Re-run tests as necessary to ensure accuracy and completeness
-

Phase 5: Go-Live & Post-Implementation Support (1-2 days)

First Live Payroll Processing

Primepoint Support Includes:

- Review and validation of timesheets
- Guidance on import and entry of payroll data
- Payroll calculations and pre-submission review

- Payroll funding and submission assistance

Ongoing Support & Optimization (1–2 months)

- Post-live payroll reviews to refine and optimize processes
 - Ongoing high-touch support from Primepoint Implementation teams
 - Additional training sessions as needed
-

Phase 6: Transition to Support Team

Transition and Knowledge Transfer

- Introduction to Primepoint's dedicated Support Team
 - Formal handoff with review of customized processes and system configuration
 - Ongoing access to knowledgeable support professionals with expertise in servicing the Business
-

Sample Time & Labor Implementation Plan

Phase 1: Project Kickoff and Discovery (1 week)

- Conduct implementation kickoff meeting with key stakeholders.
- Business to provide all relevant Personnel Manuals, Collective Bargaining Agreements (CBAs), and Memoranda of Agreement (MOAs).
- Business to complete the Primepoint Start-Up Form.
- Primepoint to provide Employee Information Excel Template for Business to populate and return.

Phase 2: System Build-Out (1-3 weeks)

- Develop and configure time collection processes and accrual/pay calculation rules based on provided documentation.
- Install and test timeclocks at designated locations, if necessary.
- Upload and validate employee data from the completed Excel template.

Phase 3: System Review and Training (1-2 weeks)

- Conduct a thorough review of the system configuration, aligning with Business's Personnel Manuals and Agreements.
- Make any necessary adjustments to better support Business's administrative and operational needs.
- Deliver comprehensive system training for all Managers and Supervisors.

Phase 4: Begin Time Collection (1–2 weeks)

- Employees begin clocking in and out using the new system.
- Complete final import of Paid Time Off (PTO) balances from the prior system.
- Conduct an additional Admin Review session and host a live Q&A to address outstanding questions.

Phase 5: Payroll Integration and Ongoing Support (1-2 days)

- Supervisors review and approve timesheets.
- Administrative team reviews and processes time data for payroll submission.
- Provide post-Go Live support, including high-touch assistance, ongoing process refinement, and supplemental training as needed.

Sample HRMS Implementation Plan

Our HR platform includes several independent solutions, each with its own dedicated implementation process. These implementations can be carried out either sequentially or in parallel, depending on your organization's priorities and timeline. Following an initial assessment of your specific goals for each solution, we will deliver tailored implementation plans designed to align with your objectives and ensure a smooth transition.

HR Essentials Implementation Plan

Phase 1: Introduction to HR System features and functions (2 days)

- Review Business's needs, goals and process for managing the workforce.
- Demonstrate how can be used to manage the workforce
- Define data import and reporting needs

Phase 2: Import & Configure (1-3 weeks)

- Import relevant HR data
- Configure any special features and reports

Phase 3: Training & Launch (1 day)

- Train client on using and navigating the system
- Go Live with continuous support

Process Workflow Implementation Plan

Each individual workflow will have a three-phase plan, and the time to complete the workflow will be dependent upon complexity. Generally, 1 to 3 days.

Phase 1: Workflow Design

- Review existing or desired workflow processes
- Create draft workflows, user roles, and forms

Phase 2: Review & Testing

- Refine initial workflow details with client input
- Conduct assurance testing of workflows

Phase 3: Training & Go Live

- Train client on ongoing maintenance of workflows
 - Launch workflows and begin ongoing support
-

III. Services & Pricing

A. HRMS Functions

See "HRMS Function Descriptions" section for product details.

HRMS FUNCTIONS
HR Essentials
HR Profile
Onboarding
Change Management
Document Management
Events Management
Benefits Statements
OSHA Reporting
Background Check Connectivity
Role Based Security
Workflow

Totals below are based on quantities stated in the RFP.
Billing will be based on the number of unique employees paid each month.

HRMS FEES FOR FUNCTIONS LISTED ABOVE	RATE	QTY	MONTHLY SUBTOTAL
HRMS Functions Base Fee	\$125.00	1	\$125.00
Per Employee Per Month Fee	\$3.75	50	\$187.50

Total Monthly HRMS Fee \$312.50

Go to our [Website](#) to learn more about Primepoint's HR Solutions.

B. Payroll Processing

PAYROLL SERVICES INCLUDED

Business Access Payroll System
 EmployeeeXperience® an Employee Self-service Portal
 Payroll Tax Service to Federal, State and additional Tax Jurisdictions as Needed During Contract Period
 Supply of Checks for Manual Check Processing
 Direct Deposit Service
 Pressure Sealed Check/Stub Service
 New Hire Reporting
 50+ Standard & Interactive Reports including PERS/PFRS IROC Reports
 Group Term Life
 Role Based Security
 Report Builder
 Garnishment/Agency Check Remittance Service
 W-2 Processing
 General Ledger Service

Totals below are based on quantities stated in the RFP. Billing will be based on the number of unique employees paid each month.

PAYROLL PROCESSING	RATE	QTY	SUBTOTAL
Payroll Technology Base Fee	\$100.00	1	\$100.00
Per Employee Per Month Fee	\$4.75	50	\$237.50
Includes services listed above			

Total Monthly Processing Fee \$337.50

C. Miscellaneous Services

PAYROLL PROCESSING	RATE	QTY	SUBTOTAL
Workers Compensation Pay As You Go Reporting Service	\$12.00	1	\$12.00
A file is sent to your carrier every payroll so they can calculate your premium based on the actual amount of payroll.			

Total Monthly Processing Fee \$12.00

D. Time & Labor Management

TIME MANAGEMENT FEATURES INCLUDED

- Accurate and Efficient Cloud-based, Time and Labor Management Solution
- Institution-wide time & attendance system
- Employee time-worked tracking via web-enabled computer or smart phone application
- Managers can conveniently view and and approve time sheets
- Apply benefit-time/PTO policies to produce accurate time-off calculations for all employee groups
- Load specific rules unique to both union and non-union employees
- Employees can view their benefit-time/PTO activity & balances computer or smart phone application
- Employees can request time-off via web-enabled computer or smart phone
- Easy-to-use dashboard view configured for employees, managers and administrators
- Worked-time information is automatically pushed into the payroll system
- (a variety of time clock hardware options are available upon request)

Total below is based upon employee quantities provided to Primepoint during the discovery process. Billing will be based on the number of individual employees with a time profile in the system each month.

TIME & LABOR MANAGEMENT	RATE	QTY	SUBTOTAL
Mid-Market Edition Base Fee	\$50.00	1	\$50.00
Includes the features listed above			
Per Employee Per Month Fee	\$6.55	50	\$327.50

Total Monthly T&L Fee \$377.50

LEAVE OF ABSENCE MANAGEMENT MODULE FEATURES INCLUDED

- Improve efficiency with administrators initiating leave requests made by employees
- Ensure fairness by accurately calculating and tracking leave eligibility, type, and duration
- Increase transparency with instant visibility into each employee's current leave status, eligibility, and balances
- Reduce the cost of unauthorized absences through flexible rules and automated notifications
- Improve compliance by ensuring that leave policies are enforced consistently

Billing will be based on the number of individual employees with a leave profile in the system each month.

LEAVE OF ABSENCE MANAGEMENT	RATE	QTY	SUBTOTAL
Leave of Absence Management Base Fee	\$50.00	1	\$50.00
Per Employee Per Month Fee	\$2.00	50	\$100.00

Estimated Total Monthly Leave Management Fee \$150.00

E. Summary of Annualized Fees

NAME	RATE	QTY	SUBTOTAL
Estimated HRMS Fee	\$312.50	12	\$3,750.00
Estimated Payroll Processing Fee	\$337.50	12	\$4,050.00
Estimated Leave of Absence Management Fee	\$150.00	12	\$1,800.00
Estimated TLM Fee	\$377.50	12	\$4,530.00

Total Annualized Fee \$14,130.00

F. Service Implementation Fee

IMPLEMENTATION	FEE
Payroll Implementation Fee Prior to the first payroll, the business users will be trained on system and employee maintenance, and payroll processing procedures. This one-time implementation fee includes the setup of employee profile information, salary and scheduled deductions, tax profile, direct deposit information, and the importing of historic payroll data from the calendar year in which payroll service begins.	\$625.00
Time & Labor Implementation Fee Approximately one week prior to first time collection date, business management will be trained to competency on daily operating procedures and period end approvals, with a maximum of 2 hours of web-based training. Finance/HR Admins receive additional training relevant to their responsibilities to competency. Additional web-based training available at the current hourly project rate.	\$1,650.00
HRMS Implementation Fee Upon execution of this document, Primepoint will contact you to obtain additional information necessary for the implementation of your solutions. A Primepoint Implementation Specialist will schedule a call to review the business' needs and develop a plan for data collection.	\$2,100.00

Total One Time Implementation Fee \$4,375.00

IV. Security and Data Protections & Disaster Recovery

A. Personnel

Staff - The majority of Primepoint's staff members have been cross-trained in numerous operational tasks and duties. In addition, all management personnel have experience in fulfilling all operational functions.

Primepoint's Technology / Security Best Practices for Disaster Recovery and Business Continuation

I. Infrastructure

A. Power

The stability of the local power grid was an important factor considered when management evaluated Primepoint's current location. Since Hurricane Sandy, Primepoint has not experienced any long-term outage. However, because the loss of power would be a critical event, the company has appropriate plans in place to address potential outages of varying degrees.

Short term outages (spikes, brownouts, short duration outages)

All critical operations equipment is supported via battery backup equipment and is automatically activated on an outage event. Automatic messaging is in place to notify the Primepoint management team of any anomalies.

Long-term outages

All critical operations are supported by redundant gas generators, which allow Primepoint to be fully operational during total loss of utility provided power. There is no physical limit to the generator operational life other than refueling. This plan was successfully put to the test during the days following Hurricane Sandy. Even though utility power was not available for approximately 72 hours, Primepoint remained fully operational during that period of time. We're confident that measures used during that time, will sustain operations for the most severe utility power outages.

B. Data / Voice Connectivity

Connectivity is provided by 2 independent carriers directly from their Central Offices to Primepoint's facility. In the event of an outage to the primary carrier, service would be cut over to the secondary carrier. In addition, Primepoint's facility is served by redundant circuit connectivity, both fiber optic cabling as well as copper cabling.

Voice Communication

Primepoint utilizes a VOIP cloud-based voice system which incorporates dynamic routing of calls and preconfigured emergency configurations and messaging. This allows for voice traffic to be rerouted to anywhere at any time. In addition, Primepoint maintains numerous traditional phone lines in the event of primary

A. Personnel

Staff - The majority of Primepoint's staff members have been cross-trained in numerous operational tasks and duties. In addition, all management personnel have experience in fulfilling all operational functions.

phone communication failures. Voice connectivity is provided by 2 different carriers.

Email Communication

Primary email communications are provided by a large cloud-based vendor with numerous redundant data centers. Primepoint also utilizes a second vendor that provides additional hosted email services. This second vendor will act as a backup should the primary communications provider lose the ability to provide service.

II. Data Services

A. Hardware

All critical production servers are housed at AWS (a global provider of data center co-location services) and are geographically dispersed in Virginia and Oregon. All critical servers and routers are in a hot fail-over configuration with multiple layer redundancy and the company has backup hardware for all locations. Please see the SOC-1 audit for details.

B. Software

Through the use of streaming replication and log shipping, the backup database servers are in a constant state of recovery. The data stored on these servers are current to within seconds or minutes depending on the specific configuration of the server. Our application software is backed up nightly to off-site servers and can be restored to the off-site Application Server on demand. Please see the SOC-1 audit for details.

III. Facility Viability

A. Facility Integrity

Primepoint maintains production data at an offsite datacenter facility (AWS) and maintains backups at Primepoint. Connectivity to AWS can be achieved from alternate locations to allow for continued operations as needed.

B. Facility Accessibility

The easily accessible location of Primepoint's headquarters was an important factor considered when management evaluated the company's current headquarters site. The site is just off exit 45 off Interstate 295, and just miles from NJ Turnpike, Exit 5. Primepoint's infrastructure also enables management and staff to work from home, and / or the building as needed with full capability.

IV. Business Operations

A. Personnel

Staff - The majority of Primepoint's staff members have been cross-trained in numerous operational tasks and duties. In addition, all management personnel have experience in fulfilling all operational functions.

B. Critical Vendors

Licensees - In an effort to limit our exposure to possible unforeseen disruptions in the use of the proprietary licensed software, Primepoint has, from our very early stages, adopted open source applications and libraries for use in our core payroll and HR technology. Primepoint holds open-source copyrights on nearly all our third-party components.

C. Contractors / Partners

Primepoint has a number of outside business partners providing goods and services that are an important part of Primepoint's operation. Alternate service providers and/or alternate suppliers have been identified in case the primary provider is no longer able to fulfill Primepoint's needs. Wherever possible and practical, multiple vendors are engaged simultaneously and serve as backup for each other.

V. Facility / Data Protection

A. Breaches

Physical - Primepoint has detailed security policies, procedures, and equipment to protect its facilities and all of the sensitive contents therein. Please see the SOC-1 audit for details.

Electronic - Primepoint has detailed security policies, procedures, and equipment to protect its sensitive data from electronic intrusions (hacking). Please see the SOC-1 audit for details.

Primepoint has never had a data breach of its systems or data to date.

B. Security architecture

Data transmissions between customers and Primepoint are encrypted. We currently use 256-bit SSL encryption and 2048-bit code signing encryptions on our web servers provided through DigiCert. The connection is encrypted using SHA-256, with SHA2 for message authentication and DHE_RSA as the key exchange mechanism.

VI. System and Organizational Control Verification

A. Primepoint engages an outside auditing firm to conduct semi-annual SOC 1 Type 2 audits of the company's System & Organizational controls which are made available to clients.

Primepoint Change / Patch Management Policy

Policy

Primepoint's production payroll system software will be upgraded with new features, additions, fixes, and customizations and updates on a regular basis, generally weekly. In addition, Server and desktop patches are reviewed and applied monthly for the server environment and weekly for the desktop environment. Additions of new components must pass through the following procedures before being implemented.

New Requests

System change requests are managed in the TRAC ticketing system where software development resources are assigned to each change request.

Change Review Process

A Software Development Review meeting is held every Thursday at 3:00pm. Each upcoming requested system software request will be reviewed and categorized by need, risk and difficulty. A schedule of features and functions and their implementation dates are kept by the System Development Team after group discussion. Requests may be intended to incorporate new functionality, bug fixes, version upgrades, etc.

Change Approval Process

Each function must be individually approved for migration to production with final approval required by the Chief Technology Officer, Dave Bothwell and the CEO, Alex Bothwell and the review team. The changes that have received approval will be moved into production on Thursday evening. Final approval is granted after the appropriate testing and review process for the change.

High Priority System Change Process – i.e.: Bug Fixes, Immediate Time Sensitive client needs

High Priority Changes may be created, reviewed and implemented by a Senior Software Developer. These changes will still utilize the TRAC ticketing system for tracking purposes.

V. Acceptance

BY SIGNING THIS PROPOSAL, NEW JERSEY PINELANDS COMMISSION:

- understands that pricing totals are estimates and based upon employee quantities provided to Primepoint and services requested during the discovery process. Primepoint will invoice based upon the actual number of unique employees paid each month.
- agrees to pay Primepoint the fees described above in accordance with the New Jersey Prompt Payment Act,
- understands that you are solely responsible for ensuring its pay rules are in full compliance with all Federal and State labor laws,
- authorizes Primepoint to move forward with the set-up of the above services.

_____ By initialing here, I accept the terms of this proposal and agree to the terms of the Primepoint Service Agreement below.

Primepoint:

Nick Forgione

08 / 05 / 2026
Nick Forgione

New Jersey Pinelands Commission:

Signature: _____

Name of Signer: _____

Title of Signer: _____

Date: _____

Proposal is valid for 120 days.

VI. HRMS Solution Descriptions

HR Essentials

- **Employee HR Profile**

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

- **Basic Onboarding**

This module gives you the ability to electronically on-board new employees. New hires will receive an email with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and the following important employment documents: Federal & State W-4 and I-9.

- **Change Management**

A way to stage changes to a profile based on a variety of automatic triggers, such as on a certain day, after a payroll completes, etc.

- **Document Management**

This module gives you the ability to upload company documents and forms for convenient administrative access and for employees to view in the self-service portal, EmployeeXperience. You can also upload a document that, upon logging into the EmployeeXperience, requires employee(s) to download and acknowledge reading. A record is kept of all acknowledgements.

- **Employee Events Management**

This module will automatically track all system field changes, including the user who made the change, value of the field prior to the change, and date & time of the change. Users can log employee events in real-time, i.e. accidents, disciplinary actions, meeting notes, etc. Users can also schedule future events and be prompted when scheduled.

- **Total Compensation and Benefit Statements**

Looking at a paycheck gives employees a sense of their value, but that isn't the whole picture. In fact, many don't realize that their compensation and benefits are actually much higher than what their paycheck shows. With Primepoint's personalized Total Compensation and Benefits Statements, you can show them what they're really worth. With this flexible function, you can choose which earnings, benefits and perks to include on your statements. You can also choose from several attractive templates. Simple pie charts illustrate the distribution of the various benefits. Statements are developed to be produced on an as-needed basis. This greatly enhances your employees' overall satisfaction.

- **OSHA Reporting**

This module gives you the ability to record OSHA & Workers Comp accidents/injuries and generate the required 300 and 301 reports.

- **Background Check Connectivity**

This solution enables integrating with background check providers to conduct background checks on employees or candidates as they are onboarded into the organization. Background check packages are configured in the third party provider. Background check fees are handled by the third party provider and require an account setup with the provider. Primepoint currently integrates with Checkr.

- **Role Based Security**

This module gives you the ability to create user roles within the system. Roles can limit system access and/or edit rights. System users will then be assigned to the role appropriate for their position.

HRMS Solution Descriptions Continued

Report Builder

This module gives you the ability to create customizable queries that open in MS Excel.

Recruitment Management & Applicant Tracking

This module helps you manage all the tasks associated with recruitment. Utilizing Primepoint's Recruitment Management & Applicant Tracking tool will help with all the tasks from creating a job opening, to creating the online application and collecting, organizing, and managing the applications, letters, resumes, and miscellaneous documents required.

The tool will also enable you to automate many aspects of the review process. For example, rules can be customized to filter applicants based on your criteria. Searches can be performed to identify applicants previously rejected or employed by the company. Folder structures can be customized to your needs to simplify ongoing information management and archival storage.

Once a person is considered a candidate, their information can be automatically passed along into the candidate part of the system, from which a hired individual's data can be automatically passed into the payroll processing, time & attendance, and basic HR system.

Document Management is required.

Workflow

This module gives you the ability to create electronic processes that can allow for approvals, capture of electronic signatures, completion of digital forms and communication. For example, when you have a new hire you can use a workflow to notify department heads or executives of the changes and then communicate to tell IT to set up the email address or computer of the employee. Changing employee salaries or pay rates may need approval from one or more staff members. A workflow can be triggered to request electronic signatures from approvers. This function will enhance efficiency for the payroll/HR administrators, converting paper-driven processes to electronic processes, and centralizing the storage of important transactions with the HRMS system. Additionally, this module gives you the ability to electronically on-board new employees. New hires will receive an email from our system with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and important employment documents i.e. W-4, I-9 and other documents you require) **Document Management is required.**

Benefits Management

*ACA Reporting and Compliance

This module gives you the ability to manage all forms of employee benefits. The system will help you monitor benefit eligibility for variable-hour employees, keeping you in compliance with ACA. The system will also produce the required year-end ACA reporting.

*Employee Online Benefits Election (additional cost)

This function gives your employees the ability to elect benefits via the employee self-service portal. Benefits Management and Document Management are required.

Position Management

This very powerful function will help you to view your business's staff in a new and much more efficient manner. It will assist with budget analysis, information reporting, help identify open positions, clarify the organizational structure, and much more including things unique to your business. You'll move from an employee-centric to a position-centric view of your staff, which will provide you with new insights into your business. Our HR team will help you create organizational positions, and apply to those positions all the important attributes, such as pay ranges (min - max), wage allocations, training, education, certifications, licenses, or whatever applies to your business. Additionally, this function streamlines your HR functions by making maintenance of employees more efficient and comprehensive as they may move from one position to another.

Employee Navigator Integration

The Primepoint / Employee Navigator integration will simplify your process of managing employee benefits. Increase efficiency and improve accuracy by syncing demographic and deduction data for real-time updates in both systems.



Service Agreement

This Service Agreement (“Agreement”) is between you (“Client”) and Primepoint LLC, a New Jersey limited liability company (the “Company,” “we,” “us,” or “our”). This Agreement contains the terms and conditions that govern your use of our payroll and HR platform (the “Platform”), our websites (www.primepoint.com) and all related sub domains (the “Website”), and the products and services we provide to you (the “Services” and collectively with the Platform and the Website, our “Suite of Services”).

Please read these Terms of Service carefully before you start using any of our Suite of Services. By accepting electronically (clicking “I Accept”), installing, accessing or using Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Service. This Agreement contains the terms and conditions that govern the use of, and the terms and conditions upon which Primepoint, LLC (“Primepoint”), will provide to you, certain payroll processing, payroll tax service and other related payroll and HR services (collectively referred to as “Service”). The Service may be accessed through Primepoint’s websites (“Service Sites”).

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1. AGREEMENT TERM

- a. Subject to your compliance with these Terms of Service, this Agreement shall continue in full force and effect for one (1) year from the date of the first payroll processed. Thereafter, this Agreement will automatically renew each subsequent year unless one of us gives written notice to the other, at least thirty (30) days prior to the end of the current term, of election not to renew (the initial term plus any renewal term(s) are referred to as the "Term").

2. DATA PROVISION & VERIFICATION

- a. Primepoint will notify Client via electronic communication or by other means when all data necessary to begin the Service has been received and the enrollment process has been completed. Client shall then, prior to submitting its first payroll, review for completeness and accuracy the Payroll Information (as hereinafter defined). For purposes of this Agreement, "Payroll Information" shall mean all information posted for Client's review on the specified portion of the Service Site including, but not limited to, that which is used to calculate and pay employee payroll, track Client defined employee benefits, pay payroll taxes to applicable taxing agencies in compliance with the laws and regulations of such taxing agencies, produce payroll tax returns and W-2 statements and print checks on Client's account (if applicable). Client must correct incorrect or missing Payroll Information, either by itself or by notifying Primepoint in the manner specified in the electronic communication and within the time period specified therein. Client shall be fully responsible for the accuracy of all information supplied by it and/or approved by it, including, without limitation any IRS or other penalties and/or interest arising there from.
- b. Client agrees that by submitting each payroll (including the first payroll): (i) Client has approved all Payroll Information, (ii) Client has waived and released any claim against Primepoint arising out of any errors in the Payroll Information which Client has not itself corrected or has not requested Primepoint to correct, and (iii) any subsequent request for corrections will be considered special handling for which additional fees may be charged. Final audit responsibility rests with Client. Primepoint will not have any responsibility for verifying the accuracy of any data Client provides or directly inputs via the Service Site or any other method.
- c. Primepoint may permit, but shall not be obligated to permit Client's Payroll Approver, a designated Client representative and/or designated Client Administrator to communicate with Primepoint by telephone, electronic mail or other means about the Service. Primepoint has implemented security procedures for the purpose of verifying the identity of Client's Payroll Approver, Client

representative and/or designated Client Administrator (as applicable), and other security protocols. Client acknowledges that the security procedures instituted by Primepoint are commercially reasonable methods of providing security that any Payroll Information, Entries or other instructions communicated to Primepoint will be deemed to have been fully authorized by Client and Client shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, Primepoint may in its sole discretion refuse to accept or act upon any such instructions

3. TAX SERVICES

- a. In order for the Service to be instituted, Client must submit accurate wage and payroll information to Primepoint during the enrollment process. The wage and payroll information must be reconciled with Client's payroll tax returns for the current calendar year and Client's wage and payroll tax information for the current quarter. Thereafter, Client shall timely and accurately (a) update all wage and payroll information as necessary to reflect changes and (b) respond with additional information requested from time to time by Primepoint. It is Client's responsibility to submit complete and accurate information to Primepoint in connection with the Service. Any penalty or interest incurred due to inaccurate information provided by Client will be the sole responsibility of Client. Client further agrees to not hold Primepoint accountable for such liability. Primepoint, at its option, may decide not to file Client's payroll tax returns, pay Client's payroll taxes or otherwise process Client's payroll if there are any unresolved problems with any information requested by Primepoint or submitted by Client. Primepoint's sole liability and Client's sole remedy for Primepoint's negligent failure to perform the payroll tax portion of the Service shall be (i) Primepoint will remit the payroll taxes received from Client to the appropriate taxing authority and (ii) Primepoint will reimburse Client or pay directly to the appropriate taxing authority any penalties resulting from such negligent error or omission by Primepoint.

4. ACCOUNT DEBITING

- a. On or prior to Client's payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, Client authorizes Primepoint to initiate debit entries to Client's account ("Client's Account") at the depository financial institution ("Depository"), and to debit Client's Account in such amounts as are necessary to (i) fund Client's direct deposits, (ii) pay any fees or charges associated with the Service, including, without limitation, finance charges, (iii) pay Client's payroll

taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to Primepoint, and (v) pay any other amount that is owing under this Agreement or in connection with the Service. This authorization is to remain in full force and effect until Primepoint has received written notice from Client of its termination in such time and such manner as to afford Primepoint and Depository a reasonable opportunity to act upon it. Client will maintain in Client's Account as of the applicable settlement date and time immediately available funds sufficient to cover all credit entries Client originates through Primepoint. Client's obligation to pay Primepoint for each credit entry matures at the time Primepoint transmits or otherwise delivers the credit entry to the Automated Clearing House ("ACH") or gateway operator and is unaffected by termination of the Service. Primepoint may set off against any amount it or an Affiliate owes to Client in order to obtain payment of Client's obligation as set forth in this Agreement. Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Amounts withdrawn for payroll taxes will be held by Primepoint at Primepoint's financial institution (the "Payroll Tax Account") until such time as those payments are due to the appropriate taxing agencies, and no interest will be paid to the Client on these amounts.

- b. If Client does not have sufficient funds in Client's Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if Client refuses to pay, Primepoint may (i) debit the Payroll Tax Account or any account at Primepoint's financial institution or any Affiliate owned in whole or in part by Client to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become the sole responsibility of Client, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. Primepoint may recover from Client any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees Primepoint may incur in connection with any termination of this Agreement or collection of amounts due hereunder.

5. ACH ORIGINATION

- a. The Service will enable Client, by using the Service Site, to enter the Payroll Information and to approve and submit it to Primepoint for creation, formatting and transmission of Entries in accordance with the Rules. Primepoint may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the Rules or with respect to which Client's Account does not

contain sufficient available funds to cover the payroll. If any Payroll Information or Entry is rejected, Primepoint will make a reasonable effort to notify Client promptly so that Client may correct such Payroll Information or request that the Primepoint correct the Entry and resubmit it. A notice of rejection will be effective when given. Primepoint will have no liability to Client by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from Primepoint's failure to provide notice.

- b. Client will have no right to cancel or amend any Payroll Information received by Primepoint after it has been approved by Client's Payroll Approver and submitted to Primepoint. However, if Client's request complies with the security procedure, Primepoint may use reasonable efforts to act on it prior to transmitting the Entries to the ACH provider, but will have no liability if the cancellation or amendment is not affected. Client will reimburse Primepoint for any expenses, losses or damages Primepoint may incur in effecting or attempting to effect Client's request.
- c. Except for Entries created from Payroll Information that have been reapproved and resubmitted by Client in accordance with the requirements of this Agreement, Primepoint will have no obligation to retransmit a returned Entry to the ACH or gateway operator if Primepoint complied with the terms of this Agreement with respect to the original Entry.
- d. Primepoint will process the Payroll Information and Entries in accordance with its processing schedule, provided (i) the Payroll Information is approved by Client and received by Primepoint no later than Client's applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If Primepoint receives approved Payroll Information after Client's cut-off time, Primepoint will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, Primepoint will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by Primepoint which is on a business day on which the ACH is open for business.
- e. At Client's request, Primepoint will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor Client's request. Client agrees to reimburse Primepoint for any expenses incurred in attempting to honor such request.
- f. Client acknowledges that it is the originator of each Entry and that under the Rules, Primepoint makes to Client's Depository bank certain warranties with respect to each Entry. Client agrees to reimburse Primepoint for any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses,

as the result of a breach of a warranty made by Primepoint unless the breach resulted solely from Primepoint's own gross negligence or intentional misconduct.

- g. Client acknowledges that under the Rules, Primepoint indemnifies certain persons. Client agrees to reimburse Primepoint any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from Primepoint's own gross negligence or intentional misconduct.

6. SERVICE FEES & PAYMENT TERMS

- a. The fee structure for all Services offered by Primepoint to Client are detailed in the Service Proposal provided to Client. Payment terms are net 30 days if not specified in the proposal.

7. SERVICE CHANGES

- a. Primepoint reserves the right to change the terms, conditions, and fees for the Service. Primepoint will provide thirty (30) days prior notice of any material change, including fees. Notice may be provided in writing, electronically or via the Website. If Client does not wish to be bound by such change, it may discontinue using and terminate the Service before the change becomes effective. If Client continues to use the Service after the change becomes effective, it will be bound by the change. Client has the responsibility to assure that Client's address, including any electronic address(es), and account information in Primepoint's records, is accurate. The timing of an advance notice of change may be shortened when permitted or required by law.

8. SECURITY

- a. Client will designate and authorize one or more individual users of the Service with authority to act on behalf of and to bind the Client (designated as "Master Administrator"), which authorized individuals will access the Service by entering a confidential user ID and password created by following the instructions provided on the a specified portion of the Service Site and which will entitle them, depending on their designation (whether as Client's Payroll Approver, Principal or Administrator), to have authority to review, modify and/or approve on behalf of

Client. Client's Payroll Approver will approve and submit the Payroll Information thereby authorizing Primepoint to create and transmit ACH credit or debit entries ("Entries"; each, an "Entry") necessary to process Client's payroll and payroll tax transactions, by entering his or her confidential user ID and password which he or she has created by following the instructions provided on the specified portion of the Service Site.

- b. Client acknowledges that Primepoint has implemented security procedures for the purpose of verifying the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries to be originated by Primepoint for the benefit of Client, and not for the purpose of detecting errors in Payment Orders. Client has reviewed various security procedures and has determined that the security procedures designated above constitute a commercially reasonable method of providing security against unauthorized Payment Orders and best meets Client's requirements, given the size, type and frequency of the Payment Orders it will issue to Primepoint.
- c. Client will, and will cause its employees to, take reasonable steps to maintain the confidentiality of the security procedure and the user IDs and passwords and related instructions provided by Primepoint. If Client believes or suspects that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, Client will immediately notify Primepoint in a manner affording Primepoint a reasonable opportunity to act on the information, and Client acknowledges that failure to immediately notify Primepoint could result in loss of funds and unauthorized access to confidential information concerning Client and its employees. Primepoint reserves the right to prevent access to the Service should Primepoint have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised.
- d. Client will be bound by any Payment Order received and verified by Primepoint in compliance with the designated security procedure, and Client shall indemnify Primepoint against and hold Primepoint harmless from any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such security procedures.
- e. If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if it identifies a person different from the named receiver or (ii) Primepoint may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. If a Payment Order identifies a non-

existent or unidentifiable person or account as the receiver or the receiver's account, Primepoint may in its sole discretion refuse to accept or may return the Payment Order.

- f. Client will promptly notify Primepoint of the identity of each person authorized to receive information regarding the security procedure (each singly or in the aggregate, an "Authorized Person"), including but not limited to Client's Payroll Approver, and of any change in any other Authorized Person (Principal or Administrator). Primepoint will have a reasonable time after receipt of a notice to act on it.

9. LIMITED SOFTWARE LICENSE

- a. Primepoint hereby grants Client a limited, nonexclusive, royalty free license to access and utilize Primepoint's software (the "Software") solely for the purpose of facilitating Primepoint's collection of the wage and payroll information and other information Primepoint needs to furnish Services to Client. Client shall access the Software solely through Primepoint's Websites. Primepoint will not transfer legal title or physical possession of any Software to Client. Client shall not be entitled to download any Software onto Client's servers, to duplicate or make copies of any Software, or to use the Software for any purpose other than as described in this paragraph. Client also may not license, sublicense, or otherwise transfer any rights in the Software to another person or entity without the prior written permission and continued control of Primepoint. The parties acknowledge that the Software is of no intrinsic value to Client, and no portion of any of the fees related to the Service or charges paid by Client to Primepoint hereunder shall be treated as a royalty for the limited license that Primepoint is granting to Client hereunder.

10. DISPUTE RESOLUTION

- a. Client and Primepoint hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or relating to the service or any other unresolvable dispute or controversy between the parties. Further, client and Primepoint hereby agree that any litigation will proceed on an individual basis and will not be part of any class action.
- b. Consent to Jurisdiction - Client and Primepoint each irrevocably submits (for itself and in respect of its property) to the exclusive jurisdiction of any state or federal court sitting in Burlington County, New Jersey, in any action or proceeding arising

out of, or relating to, this Agreement and acknowledges and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Client also agrees not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. Client waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

11. SERVICE TERMINATION

- a. Subject to Client's compliance with the terms of this Agreement and satisfactory completion of the enrollment process, Primepoint will commence provision of the Service to the Client. Primepoint may, at its discretion, decline to offer the Service to Client in the event that the enrollment process is not satisfactorily completed, Primepoint is unable to verify satisfactory credit of the Client and/or its principals and/or for any other reason in the sole discretion of Primepoint. The Service will continue until such time as Client or Primepoint gives thirty (30) days' prior written notice, unless termination is for cause. Additional client access post termination to Primepoint's system is available for a fee on a month-by-month basis. Primepoint may immediately terminate this Agreement upon notice to Client if Client is in violation of a material provision of the Contract Documents, including but not limited to, the payment when due of any fees, charges, or payroll taxes, or if Client chooses not to accept a change in any term or condition of this Agreement or Client misrepresents any data or information required by Primepoint in connection with the Service or at any other time. Primepoint may immediately terminate this Agreement without notice to Client if Client files, or has filed against it, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Service or this Agreement will not affect Client's or Primepoint's rights with respect to transactions which occurred before termination. Upon termination, any outstanding funds that have been previously collected, and will not be paid by Primepoint, LLC, will be returned to Client less any outstanding fees.

12. GENERAL TERMS AND CONDITIONS

- a. Primepoint, its employees and agents will hold in strict confidence all data furnished by Client or produced by Primepoint under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if Primepoint, its employees and agents release the data because of an instruction including but not limited to voice, written or electronic communications method that Client has consented to such disclosure.

- b. To assure that Client's inquiries are handled promptly, courteously and accurately, Primepoint may monitor and/or record telephone conversations and electronic communications between Client and Primepoint without additional prior notification to Client or Client's employees, and Client hereby consents to such monitoring and recording on behalf of itself and its employees, and will so advise Client's employees who communicate with Primepoint by telephone or electronic means.
- c. Client consents to and authorizes Primepoint at any time to obtain background and/or credit reports on Client for purposes of verifying identity and/or evaluating the creditworthiness of Client in connection with the Service and this Agreement.
- d. In performing the Service, Client agrees that Primepoint is not acting in a fiduciary capacity for Client or its benefit. In addition, neither use of the Service nor anything contained in this Agreement relieves Client of Client's obligations under federal or state laws or regulations to retain records relating to the data contained in Primepoint's tape or disk files.
- e. Client agrees to indemnify, defend and hold Primepoint and its agents, contractors, services and affiliates, including its and their respective directors, officers, employees, agents and contractors (each, an "Indemnified Party"), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses made by Client or others resulting from, arising out of or related to (i) Primepoint's or any other Indemnified Party's provision of the Service, (ii) reliance on information and data furnished by Client or (iii) activities that Primepoint or any other Indemnified Party undertakes at Client's request, or at the request of anyone Primepoint or any other Indemnified Party believes in good faith to be an authorized agent of Client including, without limitation, costs, reasonable attorneys' fees and expert witnesses' fees incurred in connection with such claims. Primepoint will have the right to disburse or withhold any sum which Primepoint is authorized to disburse or withhold. Client agrees that neither Primepoint nor any other Indemnified Party will be liable for any loss or damage caused by Primepoint's or any other Indemnified Party's delay in furnishing services, products and/or equipment. Client acknowledges that neither Primepoint nor any other indemnified party makes any warranties, express or implied, with respect to the Service, the software materials, the online services, and any equipment or software used in connection with the service, including without limitation the warranties of merchantability and of fitness for a particular purpose, title and non-infringement.
- f. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws principles thereof.



- g. Neither party shall assign this Agreement without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
- h. Electronic Transmission. The Agreement and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. At the request of Primepoint, Client shall execute or re-execute original forms of this Agreement and shall deliver them to Primepoint. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.

VII. Required Documents



ATTACHMENT A-2
SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

BID SOLICITATION # AND TITLE: RFP#27-001 - Payroll, Time & Attendance and Human Resource Management Services
VENDOR NAME: Primepoint, LLC

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

☒
☐

All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature
Alexander Bothwell - CEO
Print Name and Title

7/31/2026
Date



ATTACHMENT A-3

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

TO: The Pinelands Commission

I, Alexander Bothwell residing in Columbus
(Name of affidavit) (Name of Town)

in the County of Burlington and State of New Jersey

of full age, being duly sworn according to law on my oath depose and say that:

I am CEO of the firm of Primepoint, LLC
(Title or Position) (Name of firm)

The bidder making this Proposal for the bid proposal entitled RFP #27-001, and
that I executed the said proposal with full Payroll, Time & Attendance and Human Resource management Service
(Proposal Name)

Authority to do so, that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Pinelands Commission relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Primepoint, LLC.
(Name of Firm)

Alexander Bothwell
(Signature)

Alexander Bothwell
(Type or print Name)



ATTACHMENT A-4
OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

VENDOR NAME:

Primepoint, LLC

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

1. The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary. YES ☐ NO ☒
2. The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary.
A Sole Proprietor is a natural person who owns an unincorporated business by himself or herself. A limited liability company with a single member is not a Sole Proprietor. YES ☐ NO ☒
3. The vendor is a **corporation, partnership, or limited liability company**. YES ☒ NO ☐
4. If you answered **YES** to Question 3, do any individuals (including a single 100% owner), partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. YES ☒ NO ☐

If you answered **YES** to Question 4, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	<u>Alexander Bothwell</u>
ADDRESS	<u>335 Whitepine Road</u>
ADDRESS	<u>Columbus, NJ 08022</u>
CITY	STATE ZIP

NAME	<u>David Bothwell</u>
ADDRESS	<u>6 Laurel Court</u>
ADDRESS	<u>Lumberton, NJ 08048</u>
CITY	STATE ZIP

NAME	<u>Bill Bothwell</u>
ADDRESS	<u>273 Sellersville Road</u>
ADDRESS	<u>Chalfont, PA 18914</u>
CITY	STATE ZIP

NAME	
ADDRESS	
ADDRESS	
CITY	STATE ZIP

5. For each of the corporations, partnerships, or limited liability companies identified in response to Question #4 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? YES ☒ NO ☐

If you answered **YES** to Question 5, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME	<u>Alexander Bothwell</u>
ADDRESS	<u>335 Whitepine Road</u>
ADDRESS	<u>Columbus, NJ 08022</u>
CITY	STATE ZIP

NAME	<u>David Bothwell</u>
ADDRESS	<u>6 Laurel Court</u>
ADDRESS	<u>Lumberton, NJ 08048</u>
CITY	STATE ZIP

NAME	<u>Bill Bothwell</u>
ADDRESS	<u>273 Sellersville Road</u>
ADDRESS	<u>Chalfont, PA 18914</u>
CITY	STATE ZIP

NAME	
ADDRESS	
ADDRESS	
CITY	STATE ZIP

6. The vendor is a publicly traded company. YES ☐ NO ☒
7. A Vendor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent. If any person holds a 10% or greater beneficial interest, also submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.* *Attach additional sheets if necessary*

N/A



ATTACHMENT A-5

AFFIRMATIVE ACTION REGULATIONS P.L. 1975, C.127 (N.J.A.C. 17:27)

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P. L. 1975, C.127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent: This could have a cost associated with its compliance to the State of New Jersey bidder is responsible for obtaining this information.

1. A photocopy of a valid letter from the U. S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter).
2. A photocopy of approved Certificate of Employee Information Report.
3. An affirmative Action Employee Information Report (Form AA302).

**NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE
AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.**

All bidders must answer the following questions:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES ☐ NO ☒
2. Do you have a Certificate of Employee Information Report Approval from the State of New Jersey?
YES ☒ NO ☐

If yes, please submit a copy of such certificate.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirements of P.L. 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: Primepoint, LLC

SIGNATURE: 

TITLE: CEO

NAME (print): Alexander Bothwell

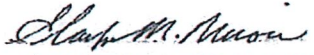
CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Dec-2025 to 15-Dec-2028**

PRIMEPOINT LLC
2 SPRINGSIDE ROAD
WESTAMPTON

NJ 08060




ELIZABETH MAHER MUOIO
State Treasurer



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION

15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

BID SOLICITATION # AND TITLE:

RFP# 27-001 - Payroll, Time & Attendance and Human Resource Management Services

VENDOR NAME:

Primepoint, LLC

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

7/31/2026

Print Name and Title

Alexander Bothwell - CEO



ATTACHMENT A-7

NO BID RESPONSE FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION
15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

Bid or Quote Name and Number N/A

Bid or Quote Opening Date: _____

If you decide not to submit a bid or quote, won't you please complete the following?

We are not submitting a bid for the following reason(s)?

- ☐ Can not comply with specifications
☐ Unable to meet Delivery
☐ Can not comply with terms/conditions. (Please state which ones.)
☐ Do not sell/manufacture type of items involved.
☐ Not interested at this time.
☐ We do ☐ do not ☐ want to remain on the mailing list for future bid.

Other: _____

Please make any changes, if necessary.

Company Name: _____

Address: _____

City, State, Zip Code: _____

Contact Person _____ Title: _____

Telephone Number _____ Fax Number: _____

****Please return to Jessica Lynch by Fax 609-894-7334 or email at RFP@pinelands.nj.gov.**

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <u>Primepoint, LLC</u>	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <u>P</u> Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. <u>2 Springside Road</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Westampton, NJ 08060</u>		
7 List account number(s) here (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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

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 <u>[Signature]</u>	Date <u>7/31/2026</u>
------------------	---	-----------------------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

INFORMATION AND INSTRUCTIONS
For Completing the "Two-Year Chapter 51/Executive Order
333 Vendor Certification and Disclosure of Political
Contributions for Non-Fair and Open Contracts" Form

Background Information

New Jersey law insulates the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023).

For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do **not** require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

Definitions:

A "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23 (P.L.2005, c.51, rev. P.L.2023, c.30).

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form **for Non-Fair and Open Contracts** is valid for a two (2) year period. Thus, if a Business Entity and/or vendor receives approval on January 1, 2022, the certification expiration date would be December 31, 2023. Any change in the Business Entity's ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51 forms to the contracting State Agency. **Please note that it is the Business Entity's responsibility to file new forms with the State should these changes occur.**

State Agency Instructions

Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsa/>) to check the status of a Business Entity's Chapter 51 certification before contacting the Review Unit's mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the Business Entity is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the Business Entity. If the response is that the Business Entity is NOT within an approved two-year period, then forms must be obtained from the Business Entity and forwarded for review. If the response is that the Business Entity is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

"For State Use Only" box

This box/section should **only** be filled out by the contracting State agency.

The contracting State agency must check the box indicating whether this is a fair and open contract. Please note that if the answer is **YES**, the **Chapter 51 form is not required** and should not be submitted as per the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023).

NOTE: Parts 1, 2 and 3 of the form should be filled out the Business Entity.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the Business Entity, including trade name if applicable.

Address, City, State, Zip and Phone Number – Enter the Business Entity's street address, city, state, zip code and telephone number.

Vendor Email – Enter the Business Entity's primary email address.

Vendor FEIN – Please enter the Business Entity's Federal Employment Identification Number.

Business Type – Check the appropriate box that represents the Business Entity's type of business formation.

Listing of officers, shareholders, partners or members – Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the two (2) types of political contributions that require disclosure and, if applicable, provide the recipient's information.

Name of Recipient – Enter the full legal name of the recipient.

Address of Recipient – Enter the recipient's street address.

Date of Contribution – Indicate the date the contribution was given.

Amount of Contribution – Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name – Enter the full name of the contributor.

Relationship of the Contributor to the Vendor – Indicate the relationship of the contributor to the Business Entity. (e.g., officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information within Part 2 if no reportable contributions have been solicited or made by the Business Entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity and all individuals and/or entities whose contributions are attributable to the Business Entity. No additional Certification and Disclosure forms are required if BOX A is checked.

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity and all individuals and/or entities whose contributions are attributable to the Business Entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity only. Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the Business Entity and must be included with the Business Entity submittal.

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the Business Entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

- The Business Entity should return this form to the contracting State Agency.
- The Business Entity should also submit the Certification and Disclosure form directly to the Chapter 51 review Unit only when:
- The Business Entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The Business Entity had a change in its ownership structure; OR
- The Business Entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023) or may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo333questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <https://www.state.nj.us/treasury/purchase/execorder333.shtml>.



Two-Year Chapter 51 /Executive Order 333 Vendor Certification and
Disclosure of Political Contributions for Non-Fair and Open Contracts

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Is the contract being awarded pursuant to a "fair and open process" pursuant to P.L.2023, c.30? Yes ☐ No ☐

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
recertification ☐

Part 1: Business Entity Information

Full Legal Business Name Primepoint, LLC

(Including trade name if applicable)

Address 2 Springside Road

City Westampton State NJ Zip 08060 Phone 800-600-5257

Vendor Email nforgione@primepoint.com Vendor FEIN (SS# if sole proprietor/natural person) 22-3755798

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
☐ Partnership: LIST ALL PARTNERS with any equity interest
☒ Limited Liability Company: LIST ALL MEMBERS with any equity interest
☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

Alexander Bothwell
David Bothwell
Bill Bothwell

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

Part 2: Disclosure of Contributions by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n).

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial candidate.

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page.
Remove Contribution Click the "Add a Contribution" tab to enter additional contributions.

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page.
Remove Contribution Click the "Add a Contribution" tab to enter additional contributions.

Add a Contribution

☒ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification (Check one box only)

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. **I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
2. **All reportable contributions made by or attributable to the business entity have been listed above.**

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.
- b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.
- c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to any candidate committee or election fund of any candidate or holder of the public office of Governor.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name  Print Name Alexander Bothwell
Title/Position CEO Date 7/31/2024

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The Business Entity should return this form to the contracting State Agency. The Business Entity can submit this form directly to the Chapter 51 Review Unit only when it:

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
PINELANDS COMMISSION

15 SPRINGFIELD ROAD, PO BOX 359, NEW LISBON, NJ 08064

BID SOLICITATION # AND TITLE:

RFP#27-001- Payroll, Time & Attendance and Human Resource

VENDOR NAME:

Primepoint, LLC Management Services

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

7/31/2026

Date

Alexander Bothwell- CEO

Print Name and Title

**CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative

Alexander Bothwell - CEO

Print Name and Title of Vendor's Authorized Representative

Primepoint, LLC

Vendor's Name

2 Springside Road

Vendor's Address (Street Address)

W. 8th Street, NJ 08060

Vendor's Address (City/State/Zip Code)

7/31/2026

Date

22-3755798

Vendor's FEIN

800-600-5257

Vendor's Phone Number

609-298-6742

Vendor's Fax Number

abothwell@primepoint.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2026

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 Nottingham Agency, Inc. 2277 Route 33, Suite 404 Hamilton Square NJ 08690	CONTACT NAME: Cara Giquinto	
	PHONE (A/C, No, Ext): 609-587-1600 ext. 141 FAX (A/C, No): 609-587-1661	
	E-MAIL: cgiquinto@nottins.com	
	ADDRESS: cgiquinto@nottins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Texas Insurance Company	16543
	INSURER B: Arch Specialty Insurance Company	21199
	INSURER C: Mt. Hawley Insurance Company	
	INSURER D: Property & Casualty Insurance Company of Hartford	34690
	INSURER E: Hartford Fire & Its P&C Affiliates (Rated by Multi	914
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1120428443 **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
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			13SBACC7DKZ	6/19/2026	6/19/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			13SBACC7DKZ	6/19/2026	6/19/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			13SBACC7DKZ	6/19/2026	6/19/2027	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	13WECCC7DSD	6/19/2026	6/19/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C A	Cyber Liability Professional Liability Excess Professional Liability			C4ZYX195291 PCY0001607 AGT-1759	7/1/2026 5/1/2026 5/1/2026	7/1/2027 5/1/2027 5/1/2027	Per claim/Aggregate 5,000,000 Per claim/Aggregate 3,000,000 Per claim/Aggregate 2,000,000

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

Mt. Hawley NAIC number is 37974
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Primepoint LLC & Delaware Valley Payroll
2 Springside Road
Mount Holly NJ 08060

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

Cara Giquinto

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PRIMEPOINT, L.L.C.
Trade Name:
Address: 2 SPRINGSIDE RD
MT HOLLY, NJ 08060-5644
Certificate Number: 0767596
Effective Date: January 25, 2001
Date of Issuance: July 20, 2020

For Office Use Only:
20200720132301055

VIII. Receipt of Addenda

Primepoint confirms receipt, verification and understanding of Addenda #1 and #2.

Nick Forgione

Nicholas Forgione

8/5/2026

CERTIFICATE *of* SIGNATURE

REF. NUMBER

PJJ6X-W397V-C8UT2-EBZ83

DOCUMENT COMPLETED BY ALL PARTIES ON

04 AUG 2026 14:52:04
UTC

SIGNER

NICK FORGIONE

EMAIL

NFORGIONE@PRIMEPOINT.COM

TIMESTAMP

SENT

04 AUG 2026 13:02:33

VIEWED

04 AUG 2026 14:51:35

SIGNED

04 AUG 2026 14:52:04

SIGNATURE

Nick Forgione

IP ADDRESS

174.237.240.50

LOCATION

KEARNY, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

04 AUG 2026 14:51:35

