

11/23/21

53444

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND NMG MAILERS, LLC**

**THIS CONTRACT** is made effective the 23<sup>rd</sup> day of November, 2021, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **NMG Mailers, LLC** of 901 Tryens Road, Unit 2, Aston, PA 19014, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need for the County to purchase printed materials for election services for election operations in the County of Gloucester; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because Contractor has certified that it has not made or will not make during the term of the contract a disqualifying contribution; and

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

**WHEREAS**, Contractor represents that he is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** The contract term is January 1, 2021 to December 31, 2021.
2. **COMPENSATION.** Contractor shall be compensated in the total contract amount of \$31,897.27.

Contractor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

**3. DUTIES OF CONTRACTOR.** Contractor shall be compensated in a total contract amount of \$31,897.27, as per Contractor's Invoices, Invoice Numbers IN01112, IN01502, IN01708, and IN01688 attached hereto as Attachment A and made a part of this contract. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

Contractor shall be paid in accordance with this Contract document upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**5. LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current license and permits to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

**6. TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or Subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or Subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completer, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or Subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the Contractor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver

certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

**12. SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

**13. PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

**14. METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

**15. NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

**16. PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

**17. CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

**18. NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the

Rules of Court of the State of New Jersey.

**19. GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

**20. INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

**21. CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**22. CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

**23. BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

**24. CONTRACT PARTS.** This contract shall consist of this document, the specifications of County, incorporated into this Contract by reference and Contractor's Invoices, Invoice Numbers IN01112, IN01502, IN01708, and IN01688 attached hereto as Attachment A. If there is a conflict between this Contract and the specification or the Contractor's Invoices, Invoice Numbers IN01112, IN01502, IN01708, and IN01688, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the 23<sup>rd</sup> day of November, 2021.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:



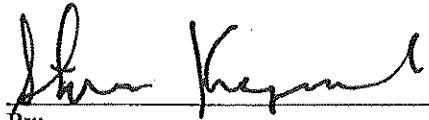
LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

  
FRANK J. DiMARCO, DIRECTOR

ATTEST:

NMG MAILERS, LLC



By: John Kegay  
Title: General Manager

ATTACHMENT A



901 TRYBES ROAD, UNIT 2  
ASTON, PA 19014  
(484) 800-4624

**Invoice**

Date	Page
Oct 28, 2020	1
Invoice Number IN01112	

Order Number
ORD01168

Sold To:

Ship To:

Gloucester County Board of Elections

Attn:

Job No.	Order Date	Cust. No.	Description	PO Number	Terms
ORD01168	Oct 16, 2020	3000	NOV 2020 ELECTION	NOV 2020 ELECTION	Net 30 days

Qty. Shp.	Description	Unit Price	UOM	Extended Price
218,6120	Lettershop Services	49.50	M	10,821.20
218,6120	Lettershop Services - Imb tracking	3.00	M	655.84
1.0000	Freight - SOUTH JERSEY	100.00	M	100.00

Comments:	Subtotal Total sales tax	11,577.13 0.00
	Total amount	11,577.13
	Amount due	11,577.13



901 TRYENS ROAD, UNIT 2  
ASTON, PA 19014  
(484) 800-4624

## Invoice

Date	Page
May 31, 2021	1
Invoice Number	
IN01602	

Order Number
ORD01681

Sold To:

Gloucester County Board of Elections

Ship To:

Attn:

Job No.	Order Date	Cust. No.	Description	PO Number	Terms
ORD01681	May 17, 2021	3000	GCBE - 5.21 PRIMARY ELECTION		Net 30 days

Qty. Shp.	Description	Unit Price	UOM	Extended Price
183.6840	Lettershop Services	49.60	M	9,087.41
183.6840	Lettershop Services - IMB TRACKING	3.00	M	550.76
1.0000	Freight - SOUTH JERSEY	250.00	M	250.00

Comments:	Subtotal Total sales tax	9,888.16 0.00
	Total amount	9,888.16
	Amount due	9,888.16



QUALITY • SERVICE • ASSURANCE  
901 TRYBES ROAD, UNIT 2  
ASTON, PA 19014  
(484) 800-4624

## Invoice

Date Oct 20, 2021	Page 1
Invoice Number IN01768	

Order Number  
ORD01768

Ship To:

Gloucester County Board of Elections

Ship To:

Attn:

Job No.	Order Date	Guest No.	Description	PO Number	Terms
ORD01768	Oct 8, 2021	3000	GOBE 11.21 BALLOT		Net 30 days

Gly. Ship.	Description	Unit Price	UOM	Extended Price
100,0000	LetterShop Services	49.50	M	0,059,01
100,0000	LetterShop Services - IMB TRACKING	3.00	M	642.07
1,0000	Freight - SOUTH JERSEY	250.00	M	250.00

Comments:	Subtotal Total sales tax	9,761.00 0.00
	Total amount	9,761.00
	Amount due	9,761.00



QUALITY • SERVICE • ASSURANCE  
901 TRYENS ROAD, UNIT 2  
ASTON, PA 19014  
(484) 800-4624

### Invoice

Date	Page
Sep 30, 2021	1
Invoice Number	IN01080

Order Number
ORD01720

Ship To:

Gloucester County Board of Elections

Ship To:

Amnt:

Job No.	Order Date	Qust. No.	Description	PO Number	Terms
ORD01720	Sep 18, 2021	3000	SAMPLE BALLOT - WENONAH		Net 30 days

Qty. Shp.	Description	Unit Price	UoM	Extended Price
1.0000	Lettershop Services - QTY: 1,024	695.00	M	695.00
1.0000	Freight - TO SOUTH JERSEY	85.00	M	85.00

Comments:

Subtotal  
Total sales tax

680.00  
0.00

Total amount

680.00

Amount due

680.00

## PARTIAL SCHEDULE OF RELEVANT STATUTES

**N.J.S.A. 19:44A-20.26** Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

## **PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

**c. As used in this section:**

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

**d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.**

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: NMC Markers  
Signed: SK Title: General Manager  
Print Name: Steve Kazorowski Date: 11-13-21

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## **PARTIAL SCHEDULE OF RELEVANT STATUTES**

### **19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business**

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"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. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

### **19:44A-20.8. Duty to report contributions**

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

## **PARTIAL SCHEDULE OF RELEVANT STATUTES**

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

### **19:44A-20.9. Repayment of contribution**

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

### **19:44A-20.10. Violation of act by business entity; penalty**

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

**POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION**  
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date            Amount            Recipient's Name

N/A

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: NMG Mailers

Signed: John Title: General manager

Print Name: Steve Kaczorowski Date: 11-13-21

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

PG	S	GLUC, CO BOARD OF ELECTIONS
	M	550 GROVE RD.
	I	PAULSBORO, NJ 08066
	P.	856-384-4500
	T.	
	O.	
	R.	
V.	E.	NMG MAILERS
	M.	901 TRYENS ROAD
	D.	UNIT 2
	O.	ASTON, PA 19014
	R.	

VENDOR #1 NMGMAILERS

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
218.6120	LETTER SHOP SERVICE POST CARDS SENT TO ALL VOTER 218.6120@ 49.50	0-01-20-121-001-20275 Printing	49.5000	10,821.25
218.6120	LETTERSHOP SERV.-INN TRACKING	0-01-20-121-001-20275 Printing	3.0000	65.84
1.00	FREIGHT	0-01-20-121-001-20275 Printing	100.0000	100.00
			TOTAL	11,577.13

CLAIMANT'S CERTIFICATE & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p><i>X</i> <i>[Signature]</i> <i>1-20-01</i></p> <p>VENDOR SIGN HERE</p>		<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
TAX ID NO. OR SOCIAL SECURITY NO.		DATE	TREASURER / CFO
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Gloucester County Purchasing Department  
 PO Box 337, Woodbury, NJ 08096  
 (856) 853-3420 • Fax (856) 251-6777

SHIP TO:  
 GLOUCESTER CO BOARD OF ELECTIONS  
 550 GROVE RD.  
 PAULSBORO, NJ 08066  
 856-384-4500

RECEIVED  
 VENDOR:  
 NMG MAILERS, LLC  
 901 TRYENS ROAD  
 ASTON, PA 19014

SALES TAX ID # 21-6000660

PURCHASE ORDER / CAF  
 CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 21-07075

ORDER DATE: 06/07/21  
 REQUISITION NO: R1-04964  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LETTERSHOP SERVICE IMB	1-01-20-121-001-20275	9,638.1600	9,638.16
1.00	LETTERSHOP SERVICES - IMB: TRACKING FREIGHT.	Printing 1-01-20-121-001-20275 Printing	280.0000	280.00
			TOTAL	9,918.16

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalty of the law that the within bill is correct in all its particulars that the articles have been furnished or services rendered as stated therein that no bonds have been given or received by any persons within the knowledge of this claimant in connection with the above claim that the amount therein stated is just and owing, and that the amount charged is a reasonable one.

X *[Signature]* VENDOR SIGN HERE

6-11-21

DATE:

TAX ID NO. OR SOCIAL SECURITY NO.

82-15419941

DATE:

6-11-21

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER  
 UNLESS IT IS SIGNED BELOW

*[Signature]* TREASURER / CFO

QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096

(856) 853-3420 • Fax (856) 251-6777

Pg

GLOUC. CO BOARD OF ELECTIONS  
550 GROVE RD.  
PAULSBORO, NJ 08066  
856-384-4500

NMG MAILERS, LLC  
901 TRYENS ROAD  
ASTON, PA 19014

VENDOR #: NMGMA005

SALES TAX ID #: 21-6000660

PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 21-11968

ORDER DATE: 11/01/21

REQUISITION NO: R1-09235

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LETTER SHOP SERVICES	1-01-20-121-001-20275 Printing	8,909.0100	8,909.01
1.00	LETTERSHOP SERVICE TRACKING	1-01-20-121-001-20275 Printing	542.9700	542.97
1.00	FREIGHT- SOUTH JERSEY	1-01-20-121-001-20275 Printing	250.0000	250.00
			TOTAL	9,701.98
				<u>OPEN</u>

CLAIMANT'S CERTIFICATE & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

 11-10-21

CLAIMANT SIGN HERE

DATE

82-5419941

11-10-21

TAX ID NO. OR SOCIAL SECURITY NO.

DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

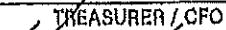
I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

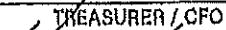
APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW

DEPARTMENT HEAD

DATE

 TREASURER / CFO

 QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department  
 PO Box 387, Woodbury, NJ 08096  
 (866) 863-3420 • Fax (866) 251-6777

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GLOUC. CO BOARD OF ELECTIONS  
550 GROVE RD.  
PAULSBORO, NJ 08066  
856-384-4500

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NMG MAILERS, LLC  
901 TRYENS ROAD  
ASTON, PA 19014

VENDOR #: NMGMA005

SALES TAX ID # 21-0000060

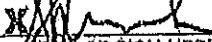
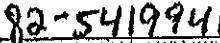
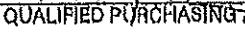
PURCHASE ORDER / CAF  
CERTIFICATE AVAILABILITY FUNDS  
THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 21-11969

ORDER DATE: 11/01/21  
 REQUISITION NO: R1-09236  
 DELIVERY DATE:  
 STATE CONTRACT:  
 ACCOUNT NUM:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LETTERSHOP SERVICE QTY 1824	1-01-20-121-001-20275 Printing	595.0000	595.00
1.00	FREIGHT TO SOUTH JERSEY	1-01-20-121-001-20275 Printing	85.0000	85.00
			TOTAL	680.00

OPEN

CLAIMANT'S CERTIFICATE & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.  <span style="margin-left: 100px;">11-10-21</span>		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	<b>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</b>
X VENDOR SIGN HERE  <span style="margin-left: 100px;">11-10-21</span>			 <span style="margin-left: 100px;">TREASURER / PO</span>
82-5419941 TAX ID NO. OR SOCIAL SECURITY NO.  <span style="margin-left: 100px;">11-10-21</span>			 <span style="margin-left: 100px;">QUALIFIED PURCHASING AGENT</span>
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT