

Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Mettler-Toledo, LLC

86

MORRIS COUNTY MUA

Consent of Surety

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 1st day of October, 2025

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

By JoAnn R. Frank
Surety Company JoAnn R. Frank
Attorney-in-Fact

Attest:

Brittany D. Stuckel
Brittany D. Stuckel, Witness

MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF Missouri)
) SS:
COUNTY OF St. Louis)

On this 1st day of October in the year 2025 before me personally came
JoAnn R. Frank to me known, who being by me duly sworn, did depose

and say, that he resides in St. Louis, MO,

that he is the Attorney-In-Fact of RLI Insurance Company,

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed

by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

Sandra L. Ham
Sandra L. Ham, Notary
My Commission Expires: 01/18/2029

(Seal)

CONTRACTOR ACKNOWLEDGMENT

STATE OF Ohio)
) SS:
COUNTY OF Franklin)

On this 1st day of October in the year 2025, before me personally

came Scott Aiello to me known, who being by me duly

sworn, did depose and say, that he resides in Ohio; that he is the

Industrial business manager of Mettler-Toledo, LLC, the

Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)



JEFFREY R. JACKSON
ATTORNEY AT LAW
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.

Jeffrey R. Jackson

SANDRA L. HAM
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 12460177
My Commission Expires 01-18-2029

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. 14743-RLI-25-02

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

JoAnn R. Frank in the City of St. Louis, State of Missouri,

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Seventy Five Million Dollars (\$75,000,000) for any single obligation, and specifically for the following described bond.

Principal:

Mettler-Toledo, I I C

Obligee:

Morris County Municipal Utilities Authority (MCMUA)

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 11th day of September, 2025.



RLI Insurance Company
Contractors Bonding and Insurance Company

Eric Raudins

Eric Raudins

Sr. Vice President

State of Ohio

County of Cuyahoga

} SS

On this 11th day of September, 2025, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Jill A. Scott

Notary Public



JILL A. SCOTT
Notary Public, State of Ohio
My Commission Expires
September 22, 2030

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1st day of October, 2025.

RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Christina Dean

Corporate Secretary



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

RLI Insurance Company, surety(ies) on the attached bond, hereby certifies(y) the following:

- (1) The surety(ies) meet(s) the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of the State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 2024, which amounts have been certified on a Consolidated Certification by KPMG Peat Marwick, LLP, 150 John Kennedy Parkway, Short Hills, NJ 07078, and are included in the Annual Statement on file with the New Jersey Department of Insurance (NJDOI).

| <u>Surety Company</u> | <u>Capital</u> | <u>Policyholder's Surplus</u> |
|-----------------------|----------------|-------------------------------|
| RLI Insurance Company | \$10,000,375 | \$1,787,312,022 |

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Statute 9305, the underwriting limitation established therein on July 1, 2024 is as follows:

| <u>Surety Company</u> | <u>Limitation</u> |
|-----------------------|-------------------|
| RLI Insurance Company | \$152,014,000 |

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such certificate of authority from the United States Secretary of Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of July 1, 2024 is as follows: **not applicable**

- (4) The amount of the bond to which this statement and certification is attached is 10% NTE \$20,000.00
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, then for each such contract of reinsurance:
 - (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

| <u>Reinsurer</u> | <u>Address</u> | <u>Amount</u> | <u>Treasury Limitation</u> |
|------------------|----------------|---------------|----------------------------|
|------------------|----------------|---------------|----------------------------|

and;

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Eric Raudins, as Sr. Vice President, for **RLI Insurance Company**, a corporation domiciled in **Illinois**, respectively, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE, that if any of those statements are false, the bond is VOIDABLE.


Eric Raudins Sr. Vice President



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlincorp.com
RLISURETY.COM

RLI Insurance Company

December 31, 2024

Admitted Assets

| | |
|--|------------------|
| Investments: | |
| Fixed maturities | \$ 1,623,131,091 |
| Equity securities | 1,673,246,978 |
| Short-term investments | 0 |
| Real estate | 23,610,523 |
| Properties held to produce income | 0 |
| Cash and cash equivalents | 100,053,303 |
| Other invested assets | 47,767,817 |
| Receivables for securities | 275,318 |
| Agents' balances | 102,566,673 |
| Investment income due and accrued | 13,698,890 |
| Funds held | 0 |
| Reinsurance recoverable on paid losses | 16,390,360 |
| Federal income taxes receivable | 2,852,054 |
| Net deferred tax asset | 4,498,328 |
| Guarantee funds receivable or on deposit | 162,638 |
| Electronic data processing equipment, | |
| net of depreciation | 1,319,432 |
| Receivable from affiliates | 2,988 |
| Other admitted assets | 10,471,819 |
| Total Admitted Assets | \$ 3,620,048,212 |

State of Ohio

County of Cuyahoga

Liabilities and Surplus

Liabilities:

| | |
|--|------------------|
| Reserve for unpaid losses and loss adjustment expenses | \$ 1,043,034,784 |
| Unearned premiums | 452,867,199 |
| Accrued expenses | 135,095,230 |
| Funds held | 590,443 |
| Advance premiums | 27,473,420 |
| Amounts withheld | 64,224,218 |
| Remittances and items not allocated | 3,310,530 |
| Dividends declared and unpaid | 20,141 |
| Ceded reinsurance premium payable | 28,179,079 |
| Payable for securities | 7,894,282 |
| Statutory penalties | 367,343 |
| Current federal and foreign income taxes | 0 |
| Net deferred tax liability | 0 |
| Borrowed money and accrued interest | 50,191,167 |
| Drafts outstanding | 0 |
| Payable to affiliate | 17,707,813 |
| Other liabilities | 1,780,541 |
| Total Liabilities | \$ 1,832,736,190 |

Surplus:

| | |
|----------------------------|---------------|
| Common stock | \$ 10,000,375 |
| Additional paid-in capital | 242,451,084 |
| Unassigned surplus | 1,534,860,563 |

Total Surplus \$ 1,787,312,022

Total Liabilities and Surplus \$ 3,620,048,212

The undersigned, being duly sworn, says: That he is the President of **RLI Insurance Company**; that said Company is a corporation duly organized, in the State of Illinois, and licensed and engaged in business in the State of New Jersey and has duly complied with all the requirements of the laws of said State applicable of said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6U.S.C sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December 2024.

Attest:



{ Corporate Seal Affixed }

Craig Kliethermes President
Olga S. Happel Assistant Secretary

Sworn to before me this 3rd day of March, 2025.



JILL A. SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

{ Notarial Seal Affixed }

Jill A. Scott Notary Public, State of Ohio

M0058325_Portal

MORRIS COUNTY MUA

Price Proposal Signature Form

From: Mettler-Toledo, LLC
1900 Polaris Parkway
Columbus, OH 43240

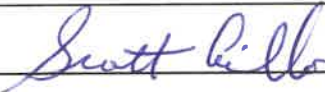
Vendor: The undersigned has reviewed the proposal submitted in response **Bid#2025-SW05 – Tunnel Pit Scale Replacement at the Mount Olive Transfer Station** issued by the MCMUA.

We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Contract Documents at the proposed prices within the time constraints of Contract Documents:

Business Name: Mettler-Toledo, LLC

Representative's Name (print): Scott Aiello

Representative's Signature: 

Title: Business Area Manager - Industrial

Complete Address: 1900 Polaris Parkway Columbus, OH 43240

Affix Seal if Corporation:

MORRIS COUNTY MUA

Administrative Documents

D. The following documents shall be submitted during the duration of the project

| | |
|---|--|
| X | Certified Payroll |
| X | AA-202 Monthly Project Workforce Report - Construction |

E. The following documents are to be submitted prior to the start of construction

| | |
|---|---|
| X | Project Work Schedule (Time Line) |
| X | AA-201 Initial Project Workforce Report |
| X | Pre-Construction Photographs or Video |
| X | Shop Drawings, Material Certifications |

F. The following documents are to be submitted at the completion and acceptance of the project.

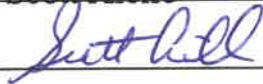
| | |
|---|---|
| X | Maintenance Bond (100% Of Final Contract Price) |
| X | Final Release and Indemnity Agreement |
| X | Project Guarantees/Warranties (If Applicable) |
| X | Instruction and O & M Manuals (If Applicable) |

G. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name: Mettler-Toledo, LLC

Representative's Name: Scott Aiello

Representative's Signature:



Date: 10/2/2025

Phone: 614-438-4972

MORRIS COUNTY MUA

Administrative Documents

- A. Failure to submit the following documents at the time of bid opening is a MANDATORY cause for rejection of the bid in accordance with N.J.S.A. 40A:11-23.2.

| Owner's Checkmarks | | Bidder's Initials |
|-----------------------|--|----------------------|
| X | Bid Security by way of a certified check, cashier's check, or bid bond | SA |
| X | Consent of Surety | SA |
| X | Statement of Ownership Disclosure | SA |
| X | Subcontractor Utilization Form | SA |
| X | Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s) | SA |
| X | Non-Collusion Affidavit | SA |

- B. Failure to submit the following documents at the time of bid opening may be cause for rejection of the bid.

| Owner's Checkmarks | | Bidder's Initials |
|-----------------------|---|----------------------|
| X | Administrative Documents Acknowledgement | SA |
| X | Price Proposal Table | SA |
| X | Price Proposal Signature Form | SA |
| X | Mandatory EEO Language | SA |
| X | AA-201 Form – Initial Project Workforce Report - Construction | SA |
| X | N.J. Anti-Discrimination Form | SA |
| X | Pay to Play Advisory Notice | SA |
| X | Americans with Disability Act of 1990 | SA |
| X | Affidavit of Non-Debarred Status | SA |

MORRIS COUNTY MUA

Administrative Documents

| Owner's Checkmarks | | Bidder's Initials |
|--------------------|---|-------------------|
| X | Surety Acknowledgement | SA |
| X | Surety Disclosure Statement & Certification | SA |
| X | Bidder's Agreement to Provide Equipment and Vehicles | SA |
| X | Equipment and Vehicle Certification Form | SA |
| X | Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles | SA |
| X | Corporate Acknowledgement | SA |
| X | Acknowledgement of Contractor, if Bidder is a Partnership | SA |
| X | Acknowledgement of Contractor, if Bidder is an Individual | SA |
| X | Acknowledgement of Contractor, LLC | SA |
| X | Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation | SA |
| X | W-9 | SA |
| X | Applicable Licenses | SA |

C. The following documents are to be submitted prior to contract award.

| Owner's Checkmarks | | Bidder's Initials |
|--------------------|--|-------------------|
| X | New Jersey Business Registration Certificate | SA |
| X | Disclosure of Investment Activities in Iran | SA |
| X | Performance Bond & Payment | SA |
| X | Certificate of Insurance | SA |
| X | Lowest Bidder Prevailing Wage Certification | SA |
| X | Public Works Contractor Registration | SA |
| X | Non-Debarment Certification – Federal Level | SA |

MORRIS COUNTY MUA

Acknowledgement of Receipt of Addenda

Pursuant to the NJSA 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions or addenda to the Bid Advertisement, Bid Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of proper notice to Bidders, per NJSA 40A:11-23(c), shall take precedence and Bidder's failure to acknowledge receipt of addenda shall result in rejection of Bid.

| Title of Addendum/Revision | Received Via (email, fax, etc.) | Date Received |
|----------------------------|---------------------------------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

☒ No Addenda Issued Initials

SR

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: Mettler-Toledo, LLC

Bidder's Signature:

Scott Aiello

Printed Name & Title: Scott Aiello - Business Area Manager - Industrial

Date: 10/2/2025

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA-201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.

Business Name: Mettler-Toledo, LLC

Representative's Name (print): Scott Aiello

Representative's Signature:



Date: 10/2/2025

MORRIS COUNTY MUA

Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles

THIRD PARTY EQUIPMENT AND VEHICLE OWNER'S ("OWNER") AGREEMENT TO PROVIDE BIDDER WITH EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT FOR THE TUNNEL PIT SCALE REPLACEMENT AT THE MOUNT OLIVE TRANSFER STATION

Herc Rentals

(Owner) hereby agrees to provide and commit to
Mettler-Toledo, LLC, (Bidder), contingent upon the award of the Contract to Bidder for

Operating The Two Morris County Municipal Utilities Authority Solid Waste Transfer Station Facilities,
Located In Parsippany-Troy Hills Township And Mount Olive Township, Including Providing
Transportation And Disposal Of All County Solid Waste Received At The Solid Waste The Transfer
Stations, by the Morris County Municipal Utilities Authority (the "Contract"), that equipment and those
vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents
and any such other equipment and/or vehicle(s) reasonably calculated by Bidder to ensure safe, adequate
and proper service, for use in connection with the Contract, during the entire Term of the Contract.

Dated 9/17/2025

By [Signature]

Name A.J. Schmitz

Title Territory Sales Rep

MORRIS COUNTY MUA

Equipment and Vehicle Certification

Part 2

This is to certify that I, the undersigned, own or control the equipment and vehicles required and listed below, and definitely grant or will grant the Bidder named below the control of said equipment and vehicles during such time as may be required for that portion of the Work described in the Bid Documents for which said equipment and vehicles are necessary.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

9/18/25
Date

Herc Printers
Name of Bidder

[Signature]
Signature of Third Party Owner

85 Doremoe Ave Newark N.J.
Business Address of Above

MORRIS COUNTY MUA

Bidder's Agreement to Provide Equipment and Vehicles

AGREEMENT TO PROVIDE EQUIPMENT AND VEHICLES CONTINGENT UPON AWARD OF CONTRACT FOR THE TUNNEL PIT SCALE REPLACEMENT AT THE MOUNT OLIVE TRANSFER STATION

Mettler-Toledo, LLC (Bidder) hereby agrees to provide and commit, contingent upon the award of the Contract for Operating The Two Morris County Municipal Utilities Authority Solid Waste Transfer Station Facilities, Located In Parsippany-Troy Hills Township And Mount Olive Township, Including Providing Transportation And Disposal Of All County Solid Waste Received At The Solid Waste The Transfer Stations, and Transportation (the "Contract"), that equipment and those vehicles listed in the EQUIPMENT AND VEHICLE CERTIFICATION included in the Bid Documents and any such other equipment and/or vehicle(s) reasonably calculated to ensure safe, adequate and proper service, for use in connection with the Contract, during the entire Term of the Contract.

Dated 10/2/2025

By 

Name Scott Aiello

Title Business Area Manager - Industrial

MORRIS COUNTY MUA

Equipment and Vehicle Certification

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT AND VEHICLE CERTIFICATION

If the Bidder owns, leases or controls all the necessary equipment and vehicles required, Bidder shall complete Part 1A together with the Bidder's Agreement to Provide Equipment and Vehicles included in the Bid Documents. If the Bidder owns, leases or controls a portion of the necessary equipment and vehicles required, Bidder shall complete Part 1B together with the Bidder's Agreement to Provide Equipment and Vehicles included in the Bid Documents and Bidder shall have Part 2 completed together with the Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles included in the Bid Documents for the remaining portion of the necessary equipment and vehicles required to accomplish the Work in the Bid Documents. Should the Bidder not own, lease or control the necessary equipment and vehicles required, Bidder shall have Part 2 completed together with the Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles included in the Bid Documents. This Equipment and Vehicle Certification shall be attached to and submitted with the Bid.

Part 1A

This is to certify that I, the Bidder signing the attached Bid, own, lease or control all the necessary equipment and solid waste vehicles required and list below to accomplish the Work described in the Bid Documents.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Oct 3, 2025

Date



Signature of Bidder

Part 1B

This is to certify that I, the Bidder signing the attached Bid, own, lease or control a portion of the necessary equipment and solid waste vehicles required and list below to accomplish the Work described in the Bid Documents. I certify that the remaining necessary equipment required to accomplish the Work described in the Bid Documents are set forth in Part II.

I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

10/2/2025

Date



Signature of Bidder

MORRIS COUNTY MUA

Americans with Disabilities Act of 1990

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Business Name (Print): Mettler-Toledo, LLC

Representative's Name (Print): Scott Aiello

Representative's Title: Business Area Manager - Industrial

Representative's Signature: 

Phone: 614-438-4972

Date: 10/2/2025

MORRIS COUNTY MUA

New Jersey Anti-Discrimination

Pursuant to N.J.S.A. 10:2-1:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Business Name (Print): Mettler-Toledo, LLC

Representative's Name (Print): Scott Aiello

Representative's Title: Business Area Manager - Industrial

Representative's Signature: 

Phone: 614-438-4972

Date: 10/2/2025

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| https://investor.mt.com/financials/annual-reports/default.aspx | |
| | |
| | |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Address |
|---|---------|
| | |
| | |
| | |

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Morris County Municipal Utilities Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Morris County Municipal Utilities Authority** to notify the **Morris County Municipal Utilities Authority** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Morris County Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|---|--------|------------------|
| Full Name (Print): | Scott Aiello | Title: | Bus Area Mgr IND |
| Signature: |  | Date: | 10/2/2025 |

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Limited Liability Company

STATE OF Ohio)
COUNTY OF Franklin) SS:

On this 3rd day of October in the year 2025, before me personally came
and appeared Scott Aiello

to me known, who, being by me duly sworn, did depose and say, that he is the:

Business Area Manager - Industrial of the
(*Managing Member of LLC or duly authorized representative*)

firm of: Mettler-Toledo, LLC

described in and which executed the foregoing instrument by and with the consent of all partners and he
acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

[Signature]
Notary Public
Franklin, Ohio
County, State

MORRIS COUNTY MUA

Pay to Play Advisory

PAY TO PLAY ADVISORY

Disclosure Requirement

(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials

SR

MORRIS COUNTY MUA

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:

Bidder/Offerrer: Mettler-Toledo, LLC

- ☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offerrer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offerrer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Town/ Township/ Borough/Government Agency is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCMUA to notify the MCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Morris County Municipal Utilities Authority, New Jersey and that the MCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Scott Aiello Signature: 

Title: Business Area Manager IND Date: 10/2/2025

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am IND, Business Area Mgr (G.M.)

of the firm of Mettler-Toledo, LLC

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full 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 this affidavit are true, correct, and made with full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Proposals 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.

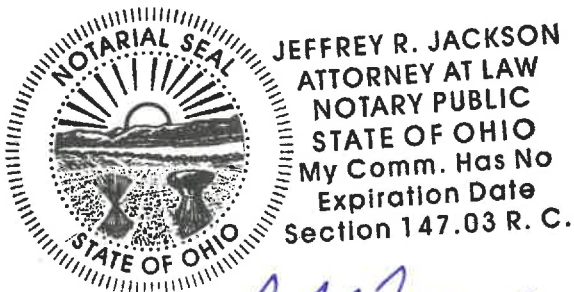
Signature of Representative: [Signature]

Subscribed and sworn to before me this 3rd day of October, 2025

Print Name of Affiant: Mettler-Toledo, LLC

Notary Public of Ohio

My commission expires N/A



[Signature]

MORRIS COUNTY MUA

Federal Non-Debarment Certification

| | | | |
|------------|---|-------|-----------|
| Signature: |  | Date: | 10/2/2025 |
|------------|---|-------|-----------|

| PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization | |
|--|---|
| Section A (Check the Box that applies) | |
| <input checked="" type="checkbox"/> | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be. |
| Name of Individual or Organization | Mettler Toledo International Inc. |
| Physical Address | 1900 Polaris Parkway Columbus, OH 43240 |
| OR | |
| <input type="checkbox"/> | No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be. |
| Section B (Skip if no Business entity is listed in Section A above) | |
| <input type="checkbox"/> | Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be. |
| Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity | |
| Physical Address | |
| OR | |

MORRIS COUNTY MUA

Federal Non-Debarment Certification

| | |
|--|---|
| <input checked="checked" type="checkbox"/> | <p>No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.</p> |
|--|---|

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **The Morris County Municipal Utilities Authority (the "Authority")** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award from the **Authority** to notify the **Authority** 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, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **Authority**, permitting the **Authority** to declare any contract(s) resulting from this certification void and unenforceable.

| | | | |
|--------------------|--------------|--------|-------------------------|
| Full Name (Print): | Scott Anello | Title: | Industrial Bus Area Mgr |
| Signature: | Scott Anello | Date: | Oct 3, 2025 |


Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

| | |
|---|---|
| <input checked="checked" type="checkbox"/> | <p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p> |
| Name of Business Entity | Physical Address |
| https://www.sec.gov/Archives/edgar/data/1037646/000103764625000012/mtd_exhibit2112312024.htm | |
| See list of all MT affiliates and subsidiaries | |

MORRIS COUNTY MUA

Federal Non-Debarment Certification

| | | | |
|------------|---|-------|-----------|
| Signature: |  | Date: | 10/2/2025 |
|------------|---|-------|-----------|

MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

STATE OF Ohio)
COUNTY OF Franklin) SS:

I, Scott Aiello of the City/Town of Columbus, OH, in the County of Franklin and the State of Ohio, of full age, being duly sworn according to law on my oath depose and say that:

I am Scott Aiello, a Business Area Manager - IND
(Name) (Title, Position, etc.)
of Mettler-Toledo, LLC, the Bidder
(Name of Firm, Company or Corporation)

making the Bid for the Morris County Municipal Utilities Authority (MCMUA) and that I executed the said Bid with full authority so to do; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders and Department of Labor's Workplace Accountability in Labor List; and all statements contained in said Bid and in this affidavit are true and correct and made with the full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Bid and in the Statements contained in this affidavit in awarding Contract for said project.

The undersigned further warrants that should the name of the firm, company or corporation making this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders and Department of Labor's Workplace Accountability in Labor List at any time prior to, and during the life of the Contract, including the Guarantee Period, that the Morris County Municipal Utilities Authority (MCMUA) shall be immediately so notified by the signatory to this Eligibility Affidavit.

The undersigned understands that the firm, company or corporation making the Bid as a CONTRACTOR is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the CONTRACTOR, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Seal if Corporation)

Scott Aiello
(Signature of Bidder)

Business Area Manager - Industrial

(Printed or Typed Name & Title of Bidder)

1900 Polaris Parkway Columbus, OH 43240

(Address of Bidder)

GENERAL CONDITIONS (Continued)

thereof are concerned. Any legal action will be brought in the courts within the State of New Jersey.

79. CONTRACT REMAINING VALID

If any provision of this contract is determined to be ineffective or invalid under the laws of the State of New Jersey, all other provisions shall remain effective and valid, provided the purpose of the remaining valid and effective provisions is not frustrated.

In witness whereof: The parties hereto have executed this Agreement the day and year first mentioned above.

OWNER:

Attest: _____
Marilyn Regner

By: _____
Larry Gindoff, Executive Director

Date:

(SEAL)

CONTRACTOR:

Attest: Jeffrey Jackson
Jeffrey Jackson

By: Scott Aiello
Scott Aiello
IND Business Area Mgr.

MORRIS COUNTY MUA

Price Proposal Table

PROPOSAL TO:

Morris County Municipal Utilities Authority

PROPOSAL FOR:

Tunnel Pit Scale Replacement at the Mount Olive Transfer Station

For All Labor, Material and Equipment to Remove Existing Pit Scale, Furnish and Install Two Sets Of Axle And Gross Weighing Truck Scales and Appurtenances at the Lump Sum Price Of:

Lump Sum \$ \$249,410.00

Written Price Two hundred and forty nine thousand, four hundred and ten dollars

**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.) METTLER-TOLEDO INTERNATIONAL, INC | |
| | 2 Business name/disregarded entity name, if different from above. METTLER-TOLEDO, LLC (FEIN: 34-1538688) | |
| | 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. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) 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. <input type="checkbox"/> Other (see Instructions) _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) D (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 <input type="checkbox"/> | |
| | 5 Address (number, street, and apt. or suite no.). See instructions. 1900 Polaris Parkway | Requester's name and address (optional) |
| 6 City, state, and ZIP code Columbus OH 43240 | | |
| 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 | | | | | | | | |
| 1 | 3 | - | 3 | 6 | 6 | 8 | 6 | 4 1 |

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 <i>Cornelia S Acebedo</i> | Date 1/3/2025 |
|------------------|--|-------------------------|

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

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

| WORK CATEGORY | NAME | ADDRESS |
|---|------|---------|
| Plumbing and Gas Fitting and all kindred work | NONE | |
| Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus, and all Kindred Work | NONE | |
| Electrical Work | NONE | |
| Structural Steel and Ornamental Iron Work | NONE | |

(Attach Additional Pages as Required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, Ohio 43240

Re: Supplement to Mettler-Toledo, LLC's ("Company") Response to Morris County Municipal Utilities Bid #2025-SW05 ("Bid"). We agree to the following terms, which take precedence over the conflicting terms and conditions in the Bid documents and any related attachments.

- 1. Warranties:** PRODUCTS: Company warrants that, under normal use, our products will be free from defects for the warranty period specified in the warranty attached hereto as EXHIBIT A. SERVICES AND PARTS: Company also warrants that our service will be performed in a workmanlike manner consistent with industry standards and free from defects for thirty (30) days, and warrants our replacement parts as free from defects for ninety (90) days from delivery. SOFTWARE: If it is properly installed according to specifications and system requirements, Company warrants the software it develops will perform substantially the functions described in the software documentation it provides or, in the absence of any software documentation, as otherwise agreed in writing. Company does not warrant that the software is error-free, that Morris County will be able to operate the software without interruption, that third party interfaces or systems connected to the software will operate without interruption, or that the software will be free of vulnerability to intrusion or attack. The warranty period for equipment operating software is the same as the warranty period for the equipment it's purchased with. The warranty period for any other software or software feature is 90 days from the date of delivery. For avoidance of doubt, our warranty includes bug fixing, but excludes any new features. These warranties also apply to any new releases and service Company may deliver in the future. Company **DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.** Within the applicable warranty period, you must notify Company immediately when a problem arises so we can resolve the issue. If a warranty issue arises, Company will have the option to either refund the purchase price or correct the defect and provide replacement parts and labor free of charge to you.
- 2. Indemnification, Liability and Cross-Default:** Company will be responsible solely for the damages we cause due to Company's negligence, gross negligence, or willful misconduct in the provision or performance of providing to you the goods and services you have ordered. Company's total liability will not exceed the amount of the order giving rise to the claim, and we agree that this limitation will not cause this agreement to fail in accomplishing its essential purpose. **Neither Company nor Morris County will be responsible to the other or any third party for any type of consequential, indirect, punitive or similar damages.**
- 3. Delivery, Payment and Miscellaneous:** Shipping is Ex Works Incoterms 2010 (Company shipping point). You agree to pay our invoices within thirty (30) days of the invoice date. Milestone payments are available upon request. The products and services you receive shall be deemed accepted upon receipt (for products) or completion (for services). The sale and performance of services hereunder will in no way transfer to you any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings, or other intellectual property of Company. Company may provide a payment or performance bond but will not provide any other guarantee or letter of credit or financial security of any other kind.

Mettler-Toledo, LLC ("Company")


Signature

Scott Aiello
Print Name

Oct. 3, 2025
Date

Morris County Municipal Utilities Authority

Signature

Print Name

Date

METTLER TOLEDO

EXHIBIT A – APPLICABLE METTLER TOLEDO VEHICLE SCALE WARRANTY

Mettler-Toledo International Inc. Privacy Policy

Mettler Toledo International Inc. and its affiliates ("METTLER TOLEDO") take data protection seriously. We are committed to being transparent about how we collect and use personal data and to meeting our obligations.

This Privacy Policy describes the type of information that METTLER TOLEDO collects from you and other users of this internet site (www.mt.com) (the "Site"), what METTLER TOLEDO does with the information collected from or provided by you, and how you can update and control the use of information you provide. This Privacy Policy applies regardless of whether you access or use this Site via a computer, mobile device or other platform. This Privacy Policy also applies to personal information we obtain through email communications, our online channels (including other websites, online shops, mobile applications, and social media websites that reference this Privacy Policy, here "MT Online Channels") and to personal information you provide us offline, e.g. at trade shows or sales exhibitions, when you place an order over the phone, or when you contact our customer service.

This Privacy Policy does not apply to personal information obtained through our Careers portal, which is subject to the Mettler-Toledo Recruitment Privacy Notice available [here](#).

Use of this Site and the matters addressed by the Privacy Policy are subject to the Mettler-Toledo International Inc. Terms and Conditions of Use (the "Terms and Conditions") available [here](#).

METTLER TOLEDO operates this Site and MT Online Channels for business, professional, and academic visitors and their organizations. Portions of this Site and MT Online Channels are available to all users; access to certain portions is restricted to users who register or otherwise qualify for such access. This Site and MT Online Channels are not intended for general public consumers.

METTLER TOLEDO manages different privacy policies, notices, and terms and conditions to comply with the laws and regulations of different countries. While our Site attempts to supply the most relevant default policies for your use based on the country location of your IP address, it is not possible for the Site to always accurately identify and select the policies that apply to you. You may find and review all of the METTLER TOLEDO legal terms relevant to your use of the Site by visiting our legal portal at <https://www.mt.com/legal> and then selecting your current country location from the drop-down menu at the top of the page.

1. What Information Do We Collect And How Do We Collect It?

(i) Information Provided By You

METTLER TOLEDO receives and stores information that you provide through the Site or the MT Online Channels. You provide information to METTLER TOLEDO when you undertake actions such as: search the Site, contribute submissions, establish an account, buy a product, post a message, participate in a forum or questionnaire, or communicate with customer service.

As a result of these actions, you might supply METTLER TOLEDO with information such as:

- contact information, such as your full name, company name, company address, phone numbers, fax numbers, and email address;
- information used to create an online account (e.g. username, password);
- your profession; your (professional) fields of interests; employer; professional licensing information and credentials; fulfillment of continuing education requirements;
- payment data necessary for processing payments and fraud prevention, including credit/debit card numbers, security code numbers, and other related billing information, such as account numbers;
- further information obtained in relation to a project or contractual relationship with METTLER TOLEDO, such as persons to whom purchases have been shipped, including address and phone number;
- the content of emails you have sent to METTLER TOLEDO and of other messages posted by you on MT Online Channels;
- non-personal information on the company you work for or with which you have a relationship, such as its industry, sector, location, purchase and customer history, etc.

(ii) Information Obtained Via Cookies Or Other Technical Means

Certain information is automatically received and stored whenever you interact with METTLER TOLEDO and/or the Site or MT Online Channels.

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, Ohio 43240

The Site and MT Online Channels may use "cookies," "web beacons," and comparable technologies to obtain information when a web browser accesses the Site. A detailed description of the cookies used by METTLER TOLEDO and the purposes for which they are used can be found [here](#).

Under certain circumstances (e.g. if provided by mandatory law), you may be requested to consent to the use of cookies for information collection purposes and/or offered the possibility to oppose to the future use of these. Further information is provided [here](#). You are aware that, when opposing to the use of cookies or similar technologies, METTLER TOLEDO may not be able to provide you with a personalized experience at the Site if METTLER TOLEDO cannot identify you, and /or you may not be able to take advantage of some of the Site's features or contents..

Information we may receive includes:

- Technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, geo-location, browser plug-in types and versions, or operating system and platform.
- Non-personal details about your Site interactions on the Site or MT Online Channels, including the full Uniform Resource Locators (URLs), clickstream to, through, and from the Site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

The Site and certain emails may contain web beacons (small transparent embedded images or objects, also known as clear gifs, pixel tags, and single-pixel gifs), that send back information from the email recipient like an 'Open' or 'Click', that permit us, for example, to count website page visitors or email readers, to identify possible user interests, or to compile other similar statistics such as recording Site content popularity, or verifying system and server integrity.

(iii) Information Obtained From Business Partners

METTLER TOLEDO works closely with other businesses, including business partners such as distributors, suppliers, and service providers in order to offer products and services on a global scale ("Business Partners"). In some cases, these Business Partners may offer products and services to you, via the Site or otherwise. In other cases, METTLER TOLEDO provides services or sells products jointly with its Business Partners. METTLER TOLEDO may receive information from its Business Partners on customers or potential customers and may use or combine information for the purposes set forth below, and, if so agreed with the Business Partner, for co-marketing activities or for sending promotional offers or direct marketing on behalf of such Business Partner.

(iv) Information Obtained From Third Parties Or Publicly Available Sources

We may receive information about you from publicly and commercially available sources, such as public databases, social media platforms (including from people with whom you are friends or otherwise connected), and other third parties including, for example, Business Partners (as indicated below), sub-contractors in technical, payment, and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies, data brokers, or aggregators.

2. How Do We Use Your Information?

(i) For What Purposes Do We Use Your Information?

METTLER TOLEDO may use the information collected about you for the following purposes:

- to process, evaluate and respond to your inquiries or requests;
- to initiate, perform, and manage contractual relationships, e.g. by accepting and processing orders, performing transactions, processing payments, accounting, auditing and billing, arranging shipments and deliveries, and providing repairs and support services;
- to provide and sell, directly or indirectly via partners, products and services to end customers; to support, via various supporting services, e.g. direct shipment, marketing support and other supporting services, the commercial activities of our partners;
- to communicate with you about products, services, events, surveys, and promotions, e.g. by notifying you about changes in our services or by sending you marketing communications;
- to provide persons we interacted with in the context of the sale of a product or service with information and direct marketing materials about similar goods and services we offer;
- to create, administer and communicate with you about and in the framework of your account (including purchases, payment, document management, information, including marketing communications in line with your preferences);
- to improve, enhance, or expand the products, services and MT Online Channels offered by METTLER TOLEDO (for example, to provide better information, products, and special offers);

METTLER TOLEDO

Mettler-Toledo, LLC

| | |
|---------|--|
| Address | 1900 Polaris Parkway Columbus, Ohio 43240 |
|---------|--|

- to ensure that content from our Site and MT Online Channels is presented in the most effective manner for you and for your computer or other device used to access our Site;
- to tailor the content that we display to you; to personalize and continually improve the Site and MT Online Channels and the services it provides to you;
- to make suggestions and recommendations to you and other users of our Site about goods or services that are of interest to you or them;
- to allow you to participate in interactive features of our service, when you choose to do so;
- for system administration and to report aggregated statistical information about browsing patterns and actions which does not identify any individual;
- to administer our Site and for internal operations, including product development, troubleshooting, data analysis, testing, research, statistical, and survey purposes, including to determine and manage the effectiveness of our advertising and marketing;
- to verify your identity to ensure security for the other purposes listed here;
- to maintain and protect the security of our products, services, and MT Online Channels, to prevent and detect security threats, fraud, or other criminal or malicious activities;
- to ensure compliance with our legal obligations (such as record keeping as required by country specific regulations) and due diligence (to prevent white-collar or money laundering crimes), and METTLER TOLEDO policies or industry standards;
- to carry out contract enforcement, dispute resolutions, and to initiate or protect against legal claims; and/or
- to fulfill the purpose for which you provided the data or that we disclosed when you provided the data.

We may use non-personal data for any business purpose.

(ii) We May Combine Information

We may combine information received from various sources. We may use this information and the combined information for the purposes set out above. E.g. we may:

- obtain information about you from other sources and add this information to your account information.
- compare our customer list to lists received from other companies and use such lists to supplement our own information.
- obtain updated delivery and address information from shippers or other sources so that we can correct our records and deliver purchases and communications more easily.
- receive information or reports from third parties that provide information obtained from or about existing or potential clients, customers, partners, or users of the Site.

If we combine or connect non-personal or technical data with personal data so that it directly or indirectly identifies an individual, we treat the combined information as personal data.

(iii) Automated Processing

We use automated processing (profiling) to present you with the content that might be more relevant for you, in your language and your region of the world.

In order to do so, we process the following information:

- Profiling on company/site characteristics: country, postal address, industry, application, product, company name, number of employees (all to predict potential interest)
- Profiling on contact level: country & language (ensure we send material that is understandable); job/title workplace and job title hierarchy (to help predict personal preferences); application/product (to help ensure to send relevant material); website visit, email opens/clicks, and survey submits (to help predict level of interest).

(iv) Automated Decision Making

We do not use any data for automated decision making.

3. With Whom Do We Share Your Information?

(i) Disclosure Of Information Within The METTLER TOLEDO Group

METTLER TOLEDO may share personal data with other affiliates within the METTLER TOLEDO Group, if and to the extent necessary for the purposes mentioned above.

(ii) Disclosure Of Information To Business Partners

METTLER TOLEDO may share information with its Business Partners as necessary to offer products or services, respond to requests, provide customer services, and communicate about our products and services.

METTLER TOLEDO

Mettler-Toledo, LLC

| | |
|---------|--|
| Address | 1900 Polaris Parkway Columbus, Ohio 43240 |
|---------|--|

In addition, METTLER TOLEDO may provide Business Partners and/or third parties with aggregate statistics and non-identifying information about its contacts and/or users of the Site and of other MT Online Channels, trends, transactions, or other activities.

(iii) Disclosure Of Information To Third Party Service Providers

We may share certain information with third party service providers we engage to perform services for us or on our behalf, such as IT maintenance and support services (including ticketing), payment processing, marketing assistance, data analysis and data cleansing services, telemarketing services, order fulfillment, postal, mailing and package delivery services, logistics, delivery of customer services, etc. These service providers are contractually bound to act in compliance with applicable laws and restricted from using or disclosing information, except as necessary to perform the services or comply with legal requirements.

(iv) Disclosure Of Information In The Course Of Business Transfers

As METTLER TOLEDO continues to develop its business, the Site and MT Online Channels, it is possible that METTLER TOLEDO may sell or buy other companies or assets. In such transactions, customer information generally is one of the transferred business assets. As such, customer information may be disclosed. In addition, in the event another company or individual acquires substantially all of METTLER TOLEDO's assets, your information would be an asset transferred to such acquiring company or individual, making disclosure necessary.

(v) Disclosure Of Information To Protect The Company And Others

METTLER TOLEDO may exchange information with other companies and organizations to protect against fraud and reduce credit risks. In addition, METTLER TOLEDO may release account and other personal information when it reasonably believes that the release of such information is necessary to: (a) comply with the law, (b) enforce or apply the Site Terms and Conditions or other agreements, (c) protect the rights, property, or safety of METTLER TOLEDO and its affiliates, or (d) protect the rights, property, or safety of the owner of such data and/or others.

To the extent permitted by law, METTLER TOLEDO may transfer personal data to courts, law enforcement, regulatory authorities, or attorneys to comply with legal obligations or in respect to the exercise or defense of legal claims.

(vi) Control And Transfer Of Information

The services on the Site are operated and controlled by us from Switzerland.

Our local sales organizations control the information of customers and other known contacts in their country. Your information may be processed and stored in any country where we have facilities or in which we engage service providers as described above.

If you are located in the European Economic Area ("EEA"), some of the non-EEA countries are recognized as providing an adequate level of protection according to the EEA standards (for more information see [here](#)). With regards to transfers to other countries, we established adequate processes to ensure compliance with EU data protection standards and protect your information such as applying Standard Contractual Clauses adopted by the European Commission (for more information see [here](#)) or with Binding Corporate Rules.

(vii) Other Sites/Links

The Site and our Online Channels may contain links to other websites that we do not control or maintain. METTLER TOLEDO is not responsible for the contents or privacy practices employed by such other websites. We recommend that you read the privacy statements of all third party websites before submitting any personally identifiable information through these websites.

(viii) Third Party Advertising

We may use third party advertising companies to serve advertisements regarding products and services that may be of interest to you when you access and use the services and other websites or online services, based on information relating to your access to and use of the services and other websites or online services on any of your devices, as well as on information received from third parties.

Other companies that advertise on or link to the Site, or whose functionality we use on the Site, may use cookies or collect other information about you when you go to our Site. METTLER TOLEDO does not control the collection or use of information by these companies. A detailed description of the cookies used by such third parties and the purposes for which they are used can be found [here](#).

(ix) Non-Personal Data

We may share non-personal data without restriction.

4. How Do We Keep Your Information Secure?

METTLER TOLEDO

Mettler-Toledo, LLC

Address 1900 Polaris Parkway
Columbus, Ohio 43240

We take data security seriously. We have implemented reasonable and appropriate technical and operational security measures to protect against the loss, misuse, alteration, or destruction of the information under our control. Only authorized personnel of METTLER TOLEDO and of our third party service providers are provided access to personal data and such access is granted only to persons who need to have it to perform their tasks. These employees and third party service providers are bound by confidentiality obligations. Our website protocol is secured (https) and personal data transfers are secured with 128-bit SSL encryption.

METTLER TOLEDO will protect credit card and/or other account information when confirming purchase orders. METTLER TOLEDO may, however, transmit the entire credit card and/or account number to the appropriate credit card company or financial institution in order to process the order.

It is important for you to protect against unauthorized access to your passwords and computer. You should be sure to sign off when you are finished using a shared computer.

Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. METTLER TOLEDO cannot guarantee that personal information will be protected against unauthorized access or misuse and METTLER TOLEDO does not accept any liability for the improper actions of unauthorized third parties.

5. For How Long Do We Keep Your Information?

METTLER TOLEDO will retain your personal information for as long as necessary or permitted in the light of the purpose(s) for which it was obtained. The criteria to determine our retention periods include (i) for as long as we have an ongoing relationship with you (e.g. delivery of products or services, an online account, receiving our newsletters), (ii) for as long as we have (potential) obligations towards you, or you towards us; (iii) as required by legal obligations we are subject to (e.g. accounting, tax, and other regulations); (iv) as advisable in the light of our legal position (e.g. in regard of applicable statutes of limitations, litigation, regulatory investigations, etc.); (v) as appropriate to fulfill our business needs or protect our business interests; or (vi) as otherwise stated to you when your personal information is collected.

6. Information, Correction And Deletion / Contact Us

To the extent provided by applicable data protection laws, you may have the right to (i) request access to certain personal data we hold about you and correct or update it; (ii) obtain a copy of the personal data you provided to us or request us to transmit such data to another recipient; (iii) restrict or object to the automated processing of your personal data or of other processing of your personal data on legitimate grounds relating to your particular situation, or demand that your personal data be deleted, if it is no longer relevant or justifiable that we keep it; or (iv) withdraw your consent at any time if you have granted us explicit consent to process your personal data for a particular purpose.

If you have a My MT.com MT account, you may access, correct or delete your account information in your account.

If you have no account and would like to make a request to access, review, or correct the personal data we hold about you, please fill out the [online form here](#). You may opt out from direct marketing emails by clicking the "unsubscribe" link included in all our marketing emails. You may also anytime free of charge request to opt-out from direct marketing communications or exercise any other data subject right available to you under the applicable data protection laws, by [contacting us](#).

Should you have questions or concerns relating to this Site or the use of your personal information hereunder, please contact webmaster@mt.com. Several local METTLER TOLEDO companies have appointed a local data protection officer.

More information is provided [here](#). Depending on your location, you may have the right to file a complaint with a competent data protection [supervisory authority](#) if you are not satisfied with our response.

7. You Can Choose Not To Provide Information, Or To Provide Information Anonymously Or Using A Pseudonym

You may choose not to provide information to METTLER TOLEDO, though that might prevent you from making a purchase or taking advantage of some features of the Site or our Online Channels. Also, you may choose to provide information to METTLER TOLEDO anonymously or using a pseudonym, provided it is lawful and practicable to do so. METTLER TOLEDO will try to accommodate a request for anonymity if possible. However METTLER TOLEDO may not be able to provide you with a personalized service if METTLER TOLEDO cannot identify you.

You can add or update certain account information as described in Section 6 above. When you update information, METTLER TOLEDO may keep for its records a copy of the prior version(s) of your account information for verification purposes.

8. The Site And MT Online Channels Are Not Intended For Children.

The Site, MT Online Channels, and the products, services, and information presented there are not intended for children. If you are under the age of 16, you should not use the Site and the MT Online Channels. We do not knowingly collect personally identifiable information from children under the age of 13.

9. Updates To This Privacy Policy

METTLER TOLEDO

Mettler-Toledo, LLC

| | |
|---------|--|
| Address | 1900 Polaris Parkway Columbus, Ohio 43240 |
|---------|--|

This Privacy Policy and the Terms and Conditions may be updated periodically to reflect changes in our (online) information practices. METTLER TOLEDO's use of information is subject to the Privacy Policy in effect at the time of use. You are advised check the Site frequently to see recent changes.

10. There Are Special Provisions Governing Individuals Or Organizations In Australia.

In the course of its business activities, METTLER TOLEDO will collect, hold, use, and disclose personal information in accordance with this Privacy Policy and its obligations under the Australian Privacy Principles (APP) contained in the Privacy Act 1988 (Cth).

If you reside in Australia, you acknowledge and agree that METTLER TOLEDO may collect, use, disclose, and transfer your personal data as described in this Privacy Policy and amendments hereto. You further acknowledge and expressly agree that METTLER TOLEDO may disclose your personal information to an overseas third party such as overseas facilities or contractors to process or back-up information or to provide other services. METTLER TOLEDO may also store your personal information on servers based overseas.

Before disclosing your personal information to an overseas third party, METTLER TOLEDO will first take reasonable steps to ensure that the overseas recipient of the personal information:

1. does not breach the APPs in relation to your personal information; or
2. is subject to a law, or binding scheme, that has the effect of protecting your personal information in a way that is substantially similar to the way in which the APPs protect the information.

Version July 2020

METTLER TOLEDO