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282-26

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWNSHIP OF WEST ORANGE AND MONTCLAIR STATE UNIVERSITY FOR HEALTH EDUCATION AND NON-CLINICAL SUPPORT SERVICES

THIS AGREEMENT is entered into and dated as of the ___ day of July, 2026 , between MONTCLAIR STATE UNIVERSITY (hereinafter referred to as **"MSU"**) and the Township of West Orange Health Department c/o the TOWNSHIP OF WEST ORANGE (hereinafter referred to as the **"Township"**)

WHEREAS, the Township has an obligation under N.J.A.C. 8:52–1 et seq., but not the capabilities to provide certain public health services, including but not limited to health education and non-clinical support services to its inhabitants for COVID-19 and other communicable diseases; and

WHEREAS, MSU has the ability to provide health education and non-clinical support services to its inhabitants for COVID-19 and other communicable diseases; and

WHEREAS, the Township was awarded funding by the New Jersey Department of Health, Division of Local Public Health, through the Local Public Health Infrastructure Grant Program 2027 to subsidize the cost of health services for the municipality; and

WHEREAS, MSU has previously provided satisfactory health education and non-clinical support services to the Township; and

WHEREAS, the Township is desirous of retaining MSU to continue to provide health education and non-clinical support services to the Township.

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

MSU, through its School of Nursing faculty and students, shall provide health education and non-clinical support services as requested by the Township.

ARTICLE 2: TERM

The term of this Agreement shall be for one year starting on July 1, 2026 and ending on June 30, 2027.

ARTICLE 3: COST AND PAYMENT OF SERVICES

3.1 **Agreement Limit.** The Township shall pay MSU for the work in the Scope of Services and Schedule A on a reimbursable basis, through four quarterly installment payments of $ 7,690.00, with a contract limit not to exceed $ 30,760.00.

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3.2 **Reimbursement.** The Township shall pay MSU based on the billing rates and other associated costs set forth in Schedule A. All invoices for the Work shall detail the individuals performing the Work, the Work performed and the time spent and materials used in connection with the Work. All invoices submitted to the Township shall be sent to the Township at the address set forth above.

3.3 MSU shall invoice the Township on a quarterly basis. All invoices shall be submitted to the Township at the address specified.

3.4 The Township shall make payment in full to MSU within thirty (30) days of the receipt and approval of itemized bills and vouchers. No payments may be made in advance of services pursuant to N.J.S.A. 40A:5-16. .

3.5 MSU acknowledges and agrees that a portion or all of the funding for this Agreement is from grant funding from the NJDOH and that it shall comply with all requirements pertaining to the grant award from the NJDOH. In addition, MSU agrees that it shall not act in any manner to affect the WEST ORANGE'S eligibility for the grant award from the NJDOH.

ARTICLE 4: TAXES

MSU shall be responsible for the payment of all applicable taxes with respect to the labor and materials used in connection with the Work, including, without limitation, all unemployment, payroll and social security taxes. MSU is exempt from all New Jersey sales, use and local taxes under N.J.S.A. 54:32B-9A.

ARTICLE 5: OWNERSHIP and USE of DOCUMENTS

5.1 The Township agrees that any work, discoveries, inventions, or improvements developed by MSU solely or with others, resulting from the performance of this Agreement, are the property of MSU, and the Township agrees and does hereby assign all rights therein to MSU. The Township further agrees to provide MSU with any assistance required to obtain patents or copyright registrations, including the execution of any documents submitted by MSU.

5.2 MSU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE WORK PRODUCT OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE NON-INFRINGEMENT, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SUCH INVENTION OR PRODUCT.

5.3 MSU makes no warranty on the work product produced pursuant to this subcontract and is provided "as is" and makes no warranty that it does not infringe the intellectual property rights of any third party. Any intellectual property (including copyrightable work, trademarks, and patents) generated by MSU in the course of this Agreement shall be the

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property of MSU, but subject to a non-exclusive, revocable, royalty-free perpetual license to The Township to use the intellectual property for its own internal research purposes.

5.4 Consistent with its status as a non-profit academic institution of higher education, MSU shall be free to publish or otherwise publicly disseminate the results of the services provided pursuant to this Agreement.

5.5 This provision shall survive expiration and termination of this Agreement.

ARTICLE 6: MUTUAL LIABILITIES

6.1 Any agreement or arrangement signed or entered into on behalf of Montclair State University and/or the State of New Jersey by a State Official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry Public Liability Insurance, but the liability of the State and the obligation of the State to be responsible for Tort Claims against its employees are covered under the terms and provisions of the New Jersey Tort Claims Act. The State of New Jersey and Montclair State University shall be responsible for, at its own expense defend itself against, any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the State of New Jersey and Montclair State University, its employees, representatives, agents, independent contractors and/or invitees, related to this Agreement.

6.2 The Township of West Orange shall be responsible for, at its own expense defend itself against any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Township of West Orange, its employees, representatives, agents, independent contractors and/or invitees, related to this Agreement.

6.3 The Contractor performing work for or on behalf of the Township shall keep in force the following types of insurance at its own expense and underwritten by a company licensed to do business in the State of New Jersey and acceptable to the Township. The Township reserves the right to accept, amend or modify any of the conditions listed. The Township must be notified within three (3) days of an offense, which may result in a claim. MSU shall not take any action to cancel any of the insurance required under this Agreement without the approval of the Township. The maintenance of insurance under this section shall not relieve MSU of any liability greater than the insurance coverage. Any and all subcontractors retained must fully comply with the same insurance requirements as listed.

a. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE with limits of not less than $1,000,000.00 will be maintained in full force during the life of this contract by MSU covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12-235-1.6.
b. PROFESSIONAL LIABILITY INSURANCE that covers all MSU student work on the Scope of Services, with the limits of not less than $2,000,000.00 maintained in full force during the life of the contract by MSU.

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ARTICLE 7: TERMINATION

The Township may terminate the Agreement, with or without cause, upon thirty (30) days prior written notice to the other party. In the event of termination without cause, the Township shall pay MSU for the time spent and materials used in connection with the Work through the effective date of the termination, plus reasonable time and expenses necessary to close out or deliver to the Township copies of the Work, or if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee. In addition, the Township and MSU acknowledge and agree that the Township is funding this agreement utilizing grants funds awarded from the New Jersey Department of Health, Division of Local Public Health (the "Grant Funds") and that the Township's continued access to the grant funds is a condition precedent for this Agreement. In the event that the Grant Funds are no longer accessible for the Township or the Grant Funds are cancelled, the Agreement shall terminate as of the date that the Grant Funds are no longer accessible or cancelled and MSU shall be reimbursed for its pro rata portion of the fee based upon the percentage of Work performed as of the termination date.

ARTICLE 8: INDEPENDENT CONTRACTOR

MSU shall remain an independent contractor in the performance of this Agreement, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by MSU for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements by all duly authorized state or federal officials. All employees assigned by MSU to perform shall remain at all times the employees of MSU for all purposes and shall not be deemed to be employees of the Township. MSU assumes all responsibility and liability for any and all employee contributions and taxes.

ARTICLE 9: NOTICES AND CORRESPONDENCE

The Township and MSU designate the following individuals as their representatives for all matters arising under this Agreement. All notices and correspondence related to this Agreement shall be in writing and sent to these representatives at the following addresses by confirmation of delivery, and she be deemed sent on the date received:

TOWNSHIP

Township of West Orange Health Department

66 Main Street

West Orange, NJ 07052

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MONTCLAIR STATE UNIVERSITY

Vice President for Finance
Montclair State University
1 Normal Avenue
Montclair, NJ 07043
With a copy to University Counsel

ARTICLE 10: CONFIDENTIALITY

The parties shall, in accordance with applicable laws, treat as confidential and shall not disclose to any third party any information developed in connection with this Agreement that requires confidentiality under applicable law.

ARTICLE 11: FEDERAL TERMS

MSU shall comply with the additional terms and conditions applicable to federal grant contracts that are set forth in Schedule B and incorporated herein by reference.

ARTICLE 12: MISCELLANEOUS

12.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, without regard to choice of law principles, by the Superior Court of New Jersey.

12.2 The parties agree not to discriminate in employment and agree to abide by all anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq., and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued thereunder. The parties shall also comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq. 1.4.

12.3 If any term, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent, is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application thereof to any person or circumstance shall be valid and continue in full force and effect to the fullest extent permitted by law, provided, however, that no such invalidity shall in any way reduce the services to be performed by MSU for the Township.

12.4 Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

12.5 This Agreement constitutes the entire agreement between the parties hereto and supersedes any previous agreements or understandings, whether oral or written. Any printed terms and

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conditions contained in purchase orders, invoices, or other documents issued by the Township or MSU shall be of no effect and shall be superseded by this Agreement. This Agreement may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

12.6 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties, and approved by the Township's Municipal Council.

12.7 The headings assigned to the articles of this Agreement are for convenience only and shall not limit the scope and applicability of the articles.

12.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; however, no right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party, and no delegation of any obligation owed, nor the performance of any obligation, by either party may be made without the prior written permission of the other party.

12.9 The terms, provisions, representations, warranties and covenants contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

12.10 Each party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

12.11. MSU will not be liable for performance delays or for non-performance due to unforeseen events such as acts of God, war, riot, national or state emergencies, epidemic, labor dispute, fire, casualty, natural disaster, power failure or other circumstances beyond MSU's reasonable control ("Force Majeure"). In the event of Force Majeure, MSU shall send notice to the other party indicating those obligations, in whole or part, that cannot be performed as a result of Force Majeure, and the expected duration of the inability to perform. The Township shall not be obligated for any payment for work delays or non-performance arising from events of Force Majeure. If Force Majeure exists for a period of 30 days or longer, either party may elect to reschedule or terminate the Agreement or Purchase Order. If either party elects to reschedule, the sole remedy provided to the other party shall be satisfaction of the obligations on a mutually agreeable date in the future. In the event either party elects to terminate, the parties shall have no further obligation to each other except for payment obligations pro-rated to the date of termination.

12.12. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN. As a condition precedent to this contract, MSU shall certify that it has no investment activities in Iran.

12.13. This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement is entered into by the parties as of the day and year first written above and is to be executed by the parties' duly authorized representatives.

Township of West Orange	Montclair State University
	Signed by: Benjamin Durant DBAB4E4208EE4DF...
Signature	*Signature*
	Benjamin Durant
Print Name	*Print Name*
	Chief Operating Officer & SVP
Title	*Title*
	10/7/2026
Date	*Date*

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SCHEDULE A

Montclair State University, through its School of Nursing faculty and students, will provide vaccine administration, health education and other support services at locations to be identified by the Township of West Orange Health Department on dates and times to be mutually agreed to by the parties. Additionally, MSU School of Nursing will provide health education and outreach for COVID-19 and other communicable diseases within our community.

The Township of West Orange Health Department is an approved New Jersey State-funded COVID-19 Vaccine provider. Montclair State University's School of Nursing faculty and students will work in conjunction with the West Orange Health Department in accordance with the terms and conditions of our provider agreement.

The number of vaccination events anticipated under this contract is 25, consisting of vaccinations for our homebound and senior housing residents.

The Township of West Orange Health Department will provide the COVID-19 Vaccine and related vaccination administration supplies and equipment necessary for the COVID-19 vaccine administration events.

The Health Officer of the Township of West Orange Health Department will oversee the local health department staff responsible for maintaining the cold-chain of the COVID-19 vaccine during its receipt, storage, administration, and transport, and will also ensure the proper disposal of any expired COVID-19 vaccine materials.

MSU School of Nursing faculty will maintain the COVID-19 vaccine cold-chain during COVID-19 vaccination events.

MSU School of Nursing faculty will also handle the transportation of COVID-19 vaccines to and from the Township of West Orange Health Department to community vaccination sites.

After each vaccination event, the MSU School of Nursing faculty will return any Township of West Orange Health Department supplies, equipment, *unused COVID-19 vaccine, and any COVID-19 vaccine event medical waste back to the Township of West Orange Health Department.

*Important Note: Unused COVID-19 vaccine must be promptly transported back to the West Orange Health Department for refrigerated storage. As the authorized vaccination provider under the local health department’s provider agreement, the Township of West Orange Health Department will ensure proper handling and storage.

The West Orange Health Department will pay MSU the sum of $25,634.68 per annum to be prorated on a quarterly basis of $6,408.67 per quarter and paid within thirty (30) days of receipt of invoice for the term of the contract, July 1, 2026 – June 30, 2027.

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SCHEDULE B

MSU will be paid for its professional services by _Township of West Orange_____ pursuant to subaward by the State of New Jersey and its federal contract number ____TBD_____.

(A) If the payments made to MSU exceed the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, and MSU violates or breaches the terms of this Agreement, MSU shall be subject to sanctions and penalties as appropriate under applicable law.

(B) If the value of this Agreement exceeds $10,000, this Agreement may be terminated for cause and for convenience, by sending MSU notice of termination fixing the date of termination. MSU shall be paid for any undisputed amount that is due and related to MSU's time spent and materials used in connection with the Work through the effective date of the termination, if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed, if the Work is billed at a flat fee. There shall be no further obligation to MSU after the date of termination.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, the contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). If applicable, all prime construction contracts in excess of $2,000 awarded by University entities must comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, MSU must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, MSU must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided by the MSU to the Township. This Agreement and any subcontract is conditioned upon the acceptance of the wage determination provided by MSU. All suspected or reported violations by MSU shall be reported to the Federal awarding agency. MSU shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). In accordance with the Act, the parties are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations by the MSU shall be reported to the Federal awarding agency.

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(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable and if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, MSU shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, MSU shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work performed by MSU and MSU shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. MSU shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— If this Agreement exceeds $150,000, MSU shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— MSU warrants and represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds $100,000, MSU shall file the certification required by 31 U.S.C. 1352. MSU certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. MSU shall also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

(J) 2 CFR §200.322 is applicable to procurement of recovered materials.

Pursuant to 2 CFR 200.322, MSU must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage

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of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including: 1) Paper and paper products listed in 40 C.F.R. 247.10; 2) Certain vehicular products as listed in 40 CFR 247.11; 3) Certain construction products listed in 40 C.F.R. 247.12; 4) Certain transportation products listed in 40 C.F.R. 247.13; 5) Certain park and recreation products, 40 C.F.R. 247.14; 6) Certain landscaping products listed in 40 C.F.R. 247.15; 7) Certain non-paper office products listed in 40 C.F.R. 247.16; and 8) Other miscellaneous products listed in 40 C.F.R. 247.17.
B. As defined in 40 CFR 247.3, "recovered material" means: 1) waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and 2) for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes: a) Postconsumer materials such as: i) Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and b) Manufacturing, forest residues, and other wastes such as: i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; ii) Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others; iii) Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues; iv) Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and v) Fibers recovered from waste water which otherwise would enter the waste stream.
C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, MSU shall provide estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). At the conclusion of each contract year, MSU shall certify the minimum recovered material content actually utilized in the prior contract year.