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NEW

**State of Maine**



**Master Agreement**

**Effective Date:** 09/27/24

**Expiration Date:** 09/26/25

**Master Agreement Description:** Pharmaceutical and Medical Hazardous Waste Disposal Services

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Samantha Blanche 207-287-1701 ext. Samantha.Blanche@Maine.gov

**Requestor Information**

Samantha Blanche 207-287-1701 ext. Samantha.Blanche@Maine.gov

**Agreement Reporting Categories**

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000098132

**Vendor Name**

MAINE LABPACK INC

**Alias/DBA**

**Vendor Address Information**

163 THADEUS ST

SOUTH PORTLAND, ME 04106

US

**Vendor Contact Information**

ERIKA DAIGLE  
207-767-1933 ext. 247  
ERIKA@MLIENVIRONMENTAL.COM

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** MAINE LABPACK INC

**Commodity Line #:** 1

**Commodity Code:** 47500

**Commodity Description:** Pharmaceutical and Medical Hazardous Waste Disposal Services

**Commodity Specifications:** As per the specifications attached and made part of this MA.

**Commodity Extended Description:** Pharmaceutical and Medical Hazardous Waste Disposal Services

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 09/27/24	<b>Service End Date</b> 09/26/25
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Terms and Conditions**

**Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:**

**T&C Details:** Net 30

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*David Morris* 9/27/2024  
2A644AE5681E482

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Signature Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
*Mitchell Daigle* 9/27/2024  
054FD9855A904A0

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Signature Date

Mitchell Daigle President

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Print Representative Name and Title

## RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference:
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet
<input type="checkbox"/>	Other – Included at Department’s Discretion

## **RIDER A**

### **Scope of Work and/or Specifications**

The purpose of this master agreement is to procure hazardous waste disposal services per the specifications attached and hereby incorporated into this contract. Any State of Maine agency is authorized to utilize this master agreement to submit delivery orders for hazardous waste disposal services. All quotations and delivery orders will be subject to the prices, terms and conditions of this master agreement. When State of Maine agencies submit delivery orders, each individual delivery order will include the address specifying the location where hazardous waste removal services are required by the agency. Maine LabPack will hold all rates included in this master agreement for one year.

Maine LabPack will perform hazardous waste disposal services for various types of waste, including but not limited to the following:

- Pharmaceuticals
- Chemicals, such as acetone, isopropyl alcohol, methylene chloride, inorganic salts, RCRA-regulated sample solids, and hexanes
- Explosive classes 1.1, 1.2 and 1.3
- Radioactive material
- NORM/TENORM radioactive material
- Recyclables
- Xray film
- Aerosols
- Liquid sanitizer
- Gel sanitizer
- Hand sanitizer
- Wipes
- Expired products
- Miscellaneous Products: Maine LabPack shall quote hazardous waste removal services for other miscellaneous product categories on a per occurrence situation.

## **Rider B Terms and Conditions**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Office” shall refer to the State of Maine Office of State Procurement Services.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Office, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Office shall give written notice of observed defects with reasonable promptness.

- 3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is

available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Office as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Office and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Office.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Office, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Office's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Office's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Office. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment

will not constitute final acceptance. The Office, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Office may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Office for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Office.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office.

**9. ALTERATIONS:** The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Office may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office for any excess cost of such similar articles or services.



**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Office will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Office will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Office's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any

and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Office shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Office to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Office.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders  
and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

**23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.

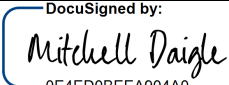
### Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
  - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
  - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
  - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
  - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

- **Failure to provide this certification may result in the disqualification of the Bidder’s proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Mitchell Daigle	Title: President
Authorized Signature: 	Date: 9/27/2024



**MAINE  
LABPACK**

163 Thadeus Street, South Portland, ME 04106

# ESTIMATE

DATE	ESTIMATE
9/18/2024	HETL091824

NAME / ADDRESS
HETL- AUGUSTA GREENLAW STATE HOUSE STATION 12 47 INDEPENDENCE DRIVE AUGUSTA, ME 04333 ATTN: ACCOUNTS PAYABLE

DESCRIPTION	COST
5 GALLON DRUM OF SODIUM HYDROXIDE FOR TREATMENT	280.50
5 GALLON DRUM OF RABIES SPECIMENS FOR INCINERATION	138.50
15 GALLON DRUM OF RABIES SPECIMENS FOR INCINERATION	192.00
30 GALLON DRUM OF RABIES SPECIMENS FOR INCINERATION	275.00
5 GALLON DRUM OF FLAMMABLE VIALS FOR SOLVENT RECOVERY	379.50
5 GALLON DRUM OF ACID MIXTURE FOR TREATMENT	269.50
15 GALLON DRUM OF ACID MIXTURE FOR TREATMENT	350.00
30 GALLON DRUM OF ACID MIXTURE FOR TREATMENT	447.00
5 GALLON DRUM OF TKN SOLUTION FOR TREATMENT	341.00
30 GALLON DRUM OF TKN SOLUTION FOR TREATMENT	447.00
5 GALLON DRUM OF FORMAMIDE AND BUFFER WASTE FOR TREATMENT	196.00
5 GALLON DRUM OF LEAD CONTAMINATED SOIL FOR TREATMENT	352.00
5 GALLON DRUM OF AN ACIDIC LEAD SOLUTION FOR TREATMENT	264.00
5 GALLON DRUM OF BLOOD ANALYSIS VIALS FOR TREATMENT	392.00
15 GALLON DRUM OF MIXED FLAMMABLES FOR FUELS BLENDING	254.00
30 GALLON DRUM OF MIXED FLAMMABLES FOR FUELS BLENDING	318.00
4.5 CUFT BOX OF REGULATED MEDICAL WASTE FOR INCINERATION	85.00
EMPTY 55 GALLON POLY DRUMS FOR RECYCLE	75.00
5 GALLON CONTAINER - RX DESTROYER ALL-PURPOSE FORMULA - MEETS DEA AND EPA COMPLIANCE STANDARDS	275.00
5 GALLON CONTAINER OF NON RETRIEVABLE, NON HAZARDOUS SUBSTANCES FOR SECURE DESTRUCTION BY INCINERATION	125.00
5 GALLON LABPACK FOR INCINERATION OR TREATMENT	285.00
15 GALLON LABPACK FOR INCINERATION OR TREATMENT	420.00
30 GALLON LABPACK FOR INCINERATION OR TREATMENT	550.00
55 GALLON LABPACK FOR INCINERATION OR TREATMENT	715.00
5 GALLON PACKING GROUP ONE HAZ CLASS/INDEPENDENTLY PACKED WITH X-RATED CONTAINER FOR INCINERATION. (POISON INHALATIONS HAZARD, WATER REACTIVE, STABILIZED HIGH HAZ)	360.00
TRANSPORTATION	325.00
CHEMIST LABOR HOURS PORTAL TO PORTAL	75.00
PLEASE HAVE PURCHASE ORDER NUMBER ASSIGNED AT TIME OF SCHEDULING.	



**MAINE  
LABPACK**

163 Thadeus Street, South Portland, ME 04106

# ESTIMATE

DATE	ESTIMATE
9/18/2024	HETL091824

NAME / ADDRESS
HETL- AUGUSTA GREENLAW STATE HOUSE STATION 12 47 INDEPENDENCE DRIVE AUGUSTA, ME 04333 ATTN: ACCOUNTS PAYABLE

DESCRIPTION	COST
ASSISTANT CHEMIST LABOR HOURS	50.00
D.O.T RATED DRUMS USED FOR WASTE CONSOLIDATION	75.00
D.O.T RATED DRUMS DROPPED OFF FOR WASTE CONSOLIDATION	75.00
5 GALLON D.O.T -RATED CLOSED TOP CONTAINER DROPPED OFF FOR WASTE CONSOLIDATION	30.00
5 GALLON D.O.T.-RATED SCREW TOP CONTAINER DROPPED OFF FOR WASTE CONSOLIDATION	20.00
5 GALLON D.O.T.-RATED SCREW TOP CONTAINER USED FOR WASTE CONSOLIDATION	20.00
5 GALLON METAL, HIGH HAZ, D.O.T X-RATED PACKING GROUP I CONTAINER USED FOR WASTE CONSOLIDATION.	60.00
18% EIS FEE- (Energy, Insurance, and Security) PERCENT OF TOTAL INVOICE	0.18
e-MANIFEST FEE (PER MANIFEST)	20.00
* THIS QUOTE IS VALID FOR ONE YEAR *	
PLEASE HAVE PURCHASE ORDER NUMBER ASSIGNED AT TIME OF SCHEDULING.	

CREDIT CARD PAYMENTS WILL BE ASSESSED A SERVICE FEE OF 5%

PAYMENT TERMS: Invoices shall be payable according to terms. MAINE LABPACK, INC. may suspend services under this agreement, without liability, until all past due amounts have been paid. All outstanding balances remaining unpaid thirty (30) days after the invoice date shall be subject to interest at the rate of 1.5 percent per month, or the maximum permissible under applicable law, whichever is less, starting from the invoice date and continuing until paid in full. If attorney or collection services are required to collect an outstanding balance, in addition to principal and interest already owed, Customer would be liable for attorney fees, collection expenses, and court costs incurred by MAINE LABPACK, INC. in collecting this outstanding balance.