

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

SGS AXYS Analytical Services LTD
2045 Mills Road West
Sidney, BC, Canada, V8L5X2

**FIRST AMENDMENT
TO
CONTRACT No. 01519
ANALYTICAL LABORATORY SERVICES**

This First Amendment (“Amendment”) to Contract No. 01519 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and SGS AXYS Analytical Services, a British Columbia, Canada, Corporation (“Contractor”) and is dated as of April 14, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously have not amended the Contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

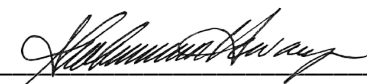
- 1. COVERED PRODUCT. The Contract is amended to expand the product included in the Contract to include the product listed below.

General Chemistry	Matrix	Price	Standard Turn Around Time in Business	Expedite Price for 10 Business days
(Dioxins/Furans) USEPA 1613B (Tissue)	Tissue	\$705.00	30	N/A
(Dioxins/Furans) USEPA 1613B (Solids)	Solids	\$680.00	20	\$952.00

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SGS AXYS ANALYTICAL SERVICES LTD.,
A BRITISH COLUMBIA, CANADA CORPORATION**

By: 

Name: Shea Hewage

Title: General Manager

Date: 14 April 2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Richard Worthy

Name: Richard Worthy

Title: Contract Specialist

Date: April 15, 2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
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**SECOND AMENDMENT
TO
CONTRACT No. 01519
ANALYTICAL LABORATORY SERVICES**

This Second Amendment (“Amendment”) to Contract No. 01519 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and SGS AXYS Analytical Services, a British Columbia, Canada, Corporation (“Contractor”) and is dated as of September 30, 2021.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously have amended the Contract as follows.
 - i. Amendment 1 – Dated April 14, 2020 (Product Addition).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

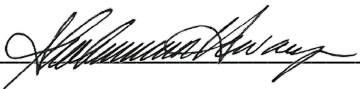
- 1. **TERM.** The Contract term is amended to extend the term sixty (60) months, ending September 30, 2026.
- 2. **PRODUCTS COVERED.** This contract is amended to revise products covered in Exhibit A of this amendment
- 3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 4. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.


5. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SGS AXYS ANALYTICAL SERVICES,
A BRITISH COLUMBIA, CANADA CORPORATION**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Shea Hewage
Title: General Manager
Date: 27-Sep-2021

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 9/28/2021

Product Deleted

Test	Matrix	Price	Standard Turn Around Time in Business	Expedite Price
(Dioxins/Furans) USEPA 8290A (Water)	Water	\$ 685.00	30	\$ 959.00
(PCB Congeners) USEPA 1668C (Soil/Sediment/Solid Waste)	Soil/Sediment/Solid Waste	\$ 895.00	20	\$ 959.00
(PCB Congeners) USEPA 1668C (Water)	Water	\$ 870.00	20	\$ 1,218.00
(PCB Congeners) USEPA 1668C (Water)	Tissue	\$ 895.00	30	n/a
(PPCP) USEPA 1694 (Water)	Water	\$ 1,650.00	30	\$ 2,310.00
Organochlorine Pesticides, EPA 1699 (Aqueous, Sediment & Tissue/Biota)	Aqueous, Sediment &	\$ 825.00	20	\$ 1,155.00
Organochlorine Pesticides, EPA 1699 (Aqueous, Sediment & Tissue/Biota)	Aqueous, Sediment & Tissue/Biota	\$ 850.00	20	\$ 1,190.00
Organochlorine Pesticides, EPA 1699 (Aqueous, Sediment & Tissue/Biota)	Aqueous, Sediment & Tissue/Biota	\$ 850.00	30	\$ 1,232.00

Products Added

Test	Matrix	Price	Standard Turn Around Time in Business	Expedite Price
Dioxins and Furans - US EPA 8290A by SGS AXYS MLA-017	Water + Solids	\$ 685.00	30	\$ 959.00
Dioxins and Furans - US EPA 1613B by SGS AXYS MLA-017	Water	\$ 685.00	20	\$ 959.00
PCB Congeners - US EPA 1668C by SGS AXYS MLA-010	Solid (soil, sediment, waste)	\$ 895.00	20	\$ 959.00
PCB Congeners - US EPA 1668C by SGS AXYS MLA-010	Water	\$ 870.00	20	\$ 1,218.00
PCB Congeners - US EPA 1668C by SGS AXYS MLA-010	Tissue	\$ 895.00	30	n/a
Pharmaceuticals and Personal Care Products (119 compounds by EPA 1694, List 1-5)	Water	\$ 1,650.00	30	\$ 2,310.00
Organochlorine Pesticides (EPA 1699 OCs, SGS AXYS MLA-028)	Water	\$ 825.00	20	\$ 1,155.00
Organochlorine Pesticides (EPA 1699 OCs, SGS AXYS MLA-028)	Sediment	\$ 850.00	20	\$ 1,190.00
Organochlorine Pesticides (EPA 1699 OCs, SGS AXYS MLA-028)	Tissue	\$ 850.00	30	\$ 1,232.00

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**THIRD AMENDMENT
TO
CONTRACT No. 01519
ANALYTICAL LABORATORY SERVICES**

This Third Amendment (“Amendment”) to Contract No. 01519 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and SGS AXYS Analytical Services, a British Columbia, Canada, Corporation (“Contractor”) and is dated as of April 4, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract on September 30, 2021.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. COVERED PRODUCT. The Contract is amended to expand the product included in the Contract to include the product listed below.

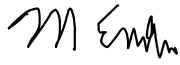
Test	Matrix	Price (per sample)	Standard turnaround time	Expedited price
Polybrominated Diphenyl Ether Flame Retardant Compounds by EPA Method 1614A in water and soil/sediment matrices. (by SGS AXYS method MLA-033, EPA 1614A method (List of 46 analytes)).	Water	\$905.00	20 business days	Not offered

	Soil	\$940.00	20 business days	Not offered
Per- and Polyfluoroalkyl Substances by draft EPA Method 1633 also in water and soil/sediment. (by SGS AXYS method MLA-110, Draft EPA 1633 by UPLC-MS/MS (List of 40 analytes)).	Water	\$385.00	20 business days	\$539.00 (10 day TAT)
	Soil	\$405.00	20 business days	\$567.00 (10 day TAT)
Reporting Options (price per sample, per analysis) - Level II PDF report delivered via email		\$0	\$0	\$0
Optional: Level IV Data Package delivered via FTP site upload or CD		\$ 35.00	Available within 5 days after analysis completion	\$ -

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**SGS AXYS ANALYTICAL SERVICES,
A BRITISH COLUMBIA, CANADA CORPORATION**

By: 
Name: Michael Erikson
Title: General Manager
Date: 5-Apr-2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

Signed By: 
Name: David Mgebroff
Title: Contracts & Procurement Supervisor
Date: 4/4/5022



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 Contracts & Procurement Division
 Department of Enterprise Services
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**FOURTH AMENDMENT
 TO
 CONTRACT No. 01519
 ANALYTICAL LABORATORY SERVICES**

This Fourth Amendment (“Amendment”) to Contract No. 01519 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and SGS AXYS Analytical Services, a British Columbia, Canada, Corporation (“Contractor”) and is dated as of May 23, 2024 (“Amendment Effective Date”).

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 01519 for Analytical Laboratory Services dated effective as of October 1, 2019 (“Contract”).
- B. The Parties previously amended the Contract on April 14, 2020, September 30, 2021, and April 4, 2022.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. COVERED PRODUCT. The Contract is amended to expand the product included in the Contract to include the product(s) listed below.

Item #	Test/Description	Matrix	Price (Per sample in USD)	Standard turnaround time per batch (Business days)	Expedited price
1	Per- and polyfluoroalkyl Substances (PFAS) analysis by EPA Method 1633 (SGS AXYS MLA-110)	Biological Tissue	\$489.00	40	
		Biosolid	\$435.00	30	
2	Total Oxidizable Precursor (TOP) Post Conversion only by SGS AXYS SOP MLA-111	Water	\$455.00	30	
		Soil	\$478.00	30	

		Biosolid	\$507.0 0	30	
3	Adsorbable Organic Fluorine (AOF) by CIC combustion (EPA Method 1621, SGS AXYS SOP MLA-119)	Water	\$274.0 0	30	
4	Extractable Organic Fluorine (EOF) by CIC combustion (SGS AXYS SOP MLA-119, EOF option for aqueous, solid / biosolid)	Water	\$296.0 0	30	
		Soil	\$319.0 0	30	
		Biosolid	\$348.0 0	30	
	Total Fluorine (TF) by CIC combustion (SGS AXYS MLA-119, TF option for aqueous, solid / biosolid)	Water	\$161.0 0	30	
		Soil	\$161.0 0	30	
		Biosolid	\$161.0 0	30	
5	Level IV data package for all MLA-119 analysis	Report	\$18		
5	Polychlorinated Biphenyl Compound Congeners (PCBs) by EPA Method 1668C (SGS AXYS MLA-210, PCBs 209 Congeners by GC- MS/MS)	Biological Tissue	\$1,017. 00	40	
6	PBDEs by EPA 1614A (Polybrominated Diphenyl Ethers) by SGS AXYS MLA-033 (EPA 1614A, GC/HRMS)	Biological Tissue	\$869.0 0	30	

2. NONDISCRIMINATION. The following provision is added as a new subsection of the Contract in the General Provisions section:

14.24. NONDISCRIMINATION.

- i. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- ii. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- iii. Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon

notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.


- iv. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the Amendment Effective Date.

**SGS AXYS ANALYTICAL SERVICES,
A BRITISH COLUMBIA, CANADA CORPORATION**

By: 
Name: Michael Erickson
Title: Sr. Director
Date: 29-Aug-2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

Signed By: 
Name: Lawrence Lim
Title: Contracts Specialist
Date: 5/22/2024

