



PerkinElmer
precisely.

PerkinElmer LAS, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA
TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40310931

Quotation Date
11/20/2007

Your Prior Agreement
15155395

Quote Expiration Date
04/01/2008

Customer Contact

Your Prior PO Number

Telephone Number
727-847-8902

Fax Number
727-847-8112

QUOTATION - COMPREHENSIVE COVERAGE 2PM / 2 YEARS

Site Address:

MULHERN, CANDIE
PASCO COUNTY UTILITIES
PUBLIC WKS/UTIL.BLDG.RM.204
7530 LITTLE RD.
NEW PORT RICHEY FL 34654
USA

Invoicing Address (if different)

COUNTY OF PASCO
ACCOUNTS PAYABLE
7530 LITTLE RD
NEW PORT RICHEY FL 34654-0000
USA

Site Number
100515172

Customer Number
4023913

Payment Terms			Coverage Period	Billing Plan	Page Number
Due Upon Receipt			04/12/2008 to 04/11/2010	Yearly	1 of 4
Line	Quantity	Model	Description	List Price	Net Price
10	1	AANALYST600	AA INSTRUMENT 04/12/2008 to 04/11/2010 Serial Number (600S7020203) Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	15,192.00	15,192.00
20	1	FURNACECOOLINGSYST	CHILLER 04/12/2008 to 04/11/2010 Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	1,176.00	1,176.00
30	1	AS800	FURNACE AUTOSAMPLER 04/12/2008 to 04/11/2010 Comprehensive Coverage 2 PM visits; Parts, Travel, Labor, Phone Support & 15% Training Disc.	3,624.00	3,624.00
40	1	AASOFTWARE	AA SOFTWARE 04/12/2008 to 04/11/2010 Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	1,248.00	1,248.00
			Comprehensive Service Plan: Parts, Labor, and Travel and 2 Preventive Maintenance Visits Deirdre Russell 781-663-5805		



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Billing Plan
Yearly

Page Number
2 of 4

Line	Quantity	Model	Description	List Price	Net Price
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			Gross Price		21,240.00
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			Net Price		21,240.00
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Note: taxes will be applied to your invoice if applicable



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Yearly

Page Number
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Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
04/12/2008	10,620.00
04/12/2009	10,620.00
Total billed	21,240.00

**Reduce your support costs with a multiyear agreement –
contact your contracts coordinator below for details.**

**Customers can also elect to pay either monthly, quarterly, semi-annual
or in arrears over the entire coverage period, however an administrative
surcharge will be applied to each invoice.**

<u>Billing Plan</u>	<u>Invoice frequency</u>	<u>Total invoiced amount</u>
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Single contract invoice		21,240.00
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PerkinElmer Contact information

Quoted by: Deirdre Russell
Telephone: 781-663-5805
Fax Number: 781-663-5981
Email: Deirdre.Russell@perkinelmer.com
Zone: Zone 1
Region: E Southeast Svcx
Location: USFL07



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Billing Plan
Yearly

Page Number
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Additional Notes:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail:

PerkinElmer Life and Analytical Sciences
710 Bridgeport Avenue
Mail Stop 75
Shelton, CT 06484-4794

By Fax: 781-663-5981

OR

By E-mail: Deirdre.Russell@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

Signature of Authorized Individual PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, CHAIRMAN

Print Name and Title

Customer Purchase Order Number

Deirdre Russell _____
PerkinElmer Representative Date 11/20/2007



- **CHARGES:** The support charges are based on, without limitation, the following elements: type of support to be provided, number of systems, system configuration, use time, type of coverage, payment terms, and location. PerkinElmer reserves the right to make changes to the charges annually on the anniversary date of this Agreement or upon any change in the elements.
- **EQUIPMENT RELOCATION:** Equipment moved to alternate Customer sites shall continue to be serviced under this Agreement; however, the monthly support charge may be affected, subject to the new location's travel zone. Deinstallation or reinstallation services or damages incurred during a move or deinstallation or reinstallation are not covered by this Agreement. Before any equipment covered under this Agreement is moved, PerkinElmer must be contacted.
- **EXCLUSIONS:** This Agreement does not include software or firmware upgrades except where specifically included in a particular service plan, or any support services arising from: (1) Year 2000 non-compliance, for that equipment identified as being non-compliant; (2) abuse, misuse, modification, or mishandling of equipment; or (3) damage due to causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, flooding, power surges or failure, defective electrical work, environmental influences, modification, relocation, deinstallation or reinstallation by other than PerkinElmer authorized personnel, unsupported computers or software, operator error, corrosive Customer samples, non-contracted applications support, transportation, equipment or attachments supplied by other vendors, reagents, or failure of interruption in communication lines. Valves, syringes, tubing and tips for liquid handling equipment are also excluded unless otherwise stated on the face hereof.
- **CONSUMABLE PARTS AND SUPPLIES:** Customer is responsible for providing consumable parts, operating supplies and other items which by their nature or intended use have a prescribed life, except where specifically included in a particular support plan. Customer should consult the applicable support plan description and user's manual for more information.
- **ACCESS TO EQUIPMENT:** Customer agrees to allow authorized service representatives of PerkinElmer to inspect the equipment periodically, and further agrees to provide full access to the equipment for performing support services as required.
- **INSTALLATION AND SITE PREPARATION:** Customer agrees to maintain its premises in a safe condition and to comply with all applicable laws, statutes and regulations governing workplace health and safety. PerkinElmer personnel are covered by workers' compensation insurance and are not authorized to enter into any indemnity or hold harmless agreements on behalf of PerkinElmer. PerkinElmer will not, in any event, indemnify, defend or hold Customer harmless from and against any liability that Customer may incur.
- **PAYMENT:** Payment is due upon receipt of invoice. Unless otherwise indicated on the face hereof, Customer agrees to remit payment in full to the address provided on the face of PerkinElmer's invoice. Account balances not paid in accordance with this Agreement are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate calculated from date of delinquency. In the event PerkinElmer finds it necessary to refer this matter to an attorney or an agent for collection of delinquent accounts, Customer shall pay all costs of collection including, without limitation, reasonable attorneys' fees.
- **TERM; TERMINATION:** This Agreement period and the period during which the quotation is valid shall be as indicated on the face hereof. In the event that Customer has any past due invoices on any account with PerkinElmer, Customer becomes bankrupt or insolvent, or Customer has any proceedings pending against it under any statute for the relief of debtors, PerkinElmer may do any one or all of the following upon written notice to Customer: immediately suspend support; immediately demand payment for the balance of this Agreement, or immediately terminate this Agreement. Support plans may be terminated upon thirty (30) days prior written notice by either party. In the event PerkinElmer has supplied services or material under this Agreement prior to the effective date of termination, PerkinElmer shall be entitled to payment for such services or materials. PerkinElmer reserves the right to invoice Customer for, or set off against any amount due Customer, charges for said services and materials. For any payments made by Customer for service coverage beyond the effective date of termination, PerkinElmer shall refund Customer, subject to a 15% cancellation fee on such overage.
- **OTHER TERMS AND CONDITIONS:** PerkinElmer reserves the right to inspect any equipment prior to entering into a support agreement or upon lapse of a PerkinElmer support agreement and may require that the equipment be restored to manufacturer's specifications, at Customer's expense, before including it in a support agreement. PerkinElmer reserves all rights, expressed or implied, not stated herein. IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. PERKINELMER'S LIABILITY IN ANY EVENT SHALL NOT EXCEED, AND CUSTOMER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT PAID BY CUSTOMER UNDER THE TERMS OF THIS AGREEMENT.
- **ASSIGNMENT; APPLICABLE LAW:** All quotations and this Agreement are non-transferable by Customer. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its provisions concerning choice of law.
- **ACCEPTANCE AND CONTROLLING TERMS OF AGREEMENT:** Customer's order is quoted on the basis of the terms and conditions stated herein and all orders are subject to acceptance by PerkinElmer. To the extent that these terms and conditions are contradicted by Customer's purchase order terms and conditions, these terms and conditions shall control.
- **COMMERCIALLY REASONABLE EFFORTS:** PerkinElmer personnel will use commercially reasonable efforts when performing all support services. In the event that PerkinElmer is unable to perform support services for any reason, PerkinElmer reserves the right to terminate this Agreement, subject to and in accordance with the Termination section above.
- **SEE ATTACHMENTS FOR TERMS AND CONDITIONS OF SPECIFIC SUPPORT PLANS**
Service 030502.doc