

INVITATION TO BID

TRUCK PURCHASES 2024
BID NUMBER: 24-05 HNWS

Prepared By:

Holley Navarre Water System, Inc
8574 Turkey Bluff Road
Navarre FL 32566



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HOLLEY NAVARRE WATER SYSTEM, INC
TRUCK PURCHASES 2024
INVITATION TO BID

Holley Navarre Water System, Inc (HNWS) is requesting bids for the purchase of Four (4) F-250 Extended Cab 4x4 Utility/Service Trucks (Gas), Two (2) Extended Cab 4x4 Utility/Service Trucks (Diesel), and two (2) F-150 XL Regular Cab 4x4 SWB Trucks.

Sealed Bids may be submitted to Holley Navarre Water System, Inc., Attn: Procurement Department, 8574 Turkey Bluff Road, Navarre, FL 32566 by **2:00 pm, Tuesday, June 11, 2024**. The Sealed Bid envelope shall be plainly marked "Bid # 24-05 HNWS Truck Purchases 2024". Electronic bids may be submitted through the Bidnet portal at www.bidnetdirect.com/florida/holleynavarrewatersysteminc. Email Bids will not be accepted. For more information, contact Procurement Department at Bids@hnws-fl.com.

HNWS reserves the right to waive informalities in any bid; reject any or all bids, in whole or in part; rebid a project, in whole or in part; and to accept a bid that in its judgement is the lowest and best bid from a responsive bidder

INSTRUCTIONS TO BIDDER

1. BID SCHEDULE

Bids for HNWS Truck Purchases will be received by Holley Navarre Water System until 2:00 pm, central time, on Tuesday, June 11, 2024. HNWS staff will review all bids and forward their recommendations to the HNWS Board of Directors at their meeting scheduled for 6:00 p.m., June 18, 2024, in the HNWS Board Room.

2. BID SUBMISSION

- A. Electronic Bids will only be accepted when submitted through the Bidnet's Bid portal at <https://www.bidnetdirect.com/florida/holleynavarrewatersysteminc>
- B. Emailed submissions will not be accepted.
- C. Alternatively, Bids may be delivered to HNWS at 8574 Turkey Bluff Rd., Navarre, FL 32566. The envelope containing a bid must be plainly marked on the outside as **Bid # 24-05 HNWS Truck Purchases 2024**.
- D. Regardless of the method of delivery, each bidder shall be responsible for his/her bid(s) being delivered on time, as HNWS assumes no responsibility for same.
- E. Bids offered or received after the submission deadline will be rejected and returned unopened to the bidder.
- F. Bidders must use the Bid Form included in this ITB package.

3. BID AUTHORIZATION

A bidder may not modify its bid after bid opening. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition, or subtraction in a bid may be corrected by HNWS prior to award. In such cases, unit prices shall not be changed.

4. AWARD OF BID

HNWS reserves the right to selectively purchase any single or any multiple items from this bid.

5. TAXES

Holley Navarre Water System, Inc is exempt from federal, state, and local taxes.
Tax exempt number 85-8012590296C-3 applies.

6. PAYMENT TERMS

HNWS's will issue a purchase order to successful responsive low bidder(s). Payment shall be issued in the form of a check upon delivery.

7. EXECUTION OF AGREEMENT

Any action of HNWS in awarding the purchase of any material or performance of a service is subject to and conditioned upon the execution of a written Agreement and/or a Purchase Order between HNWS and the vendor. It is anticipated that any such Purchase Order/Agreement will include the General Provisions for Purchase Order/Agreement appended in this ITB.

8. BID QUESTIONS

- A. Any questions concerning the specifications or bid submission procedures must be emailed to the Procurement Department Sole Point of Contact (POC) at Bids@hnws-fl.com.
- B. Include Bid # 24-05 HNWS Truck Purchases 2024 in the subject line of email.
- C. Answers will be provided in the form of an addendum.
- D. Only questions answered by addenda will be binding.
- E. Oral and other interpretations or classifications will be without legal effect.
- F. All addenda issued must be acknowledged in your bid response.

9. BID INFORMALITIES

- A. HNWS reserves the right to waive informalities in any bid; reject any or all bids, in whole or in part; rebid a project, in whole or in part; and to accept a bid that in its judgement is the lowest and best bid from a responsive bidder.
- B. HNWS reserves the right to award this Purchase Order/Agreement based upon what HNWS believes to be in the best interests of its members, in the reasonable exercise of its discretion and not solely based upon price.
- C. HNWS further reserves the right to increase or decrease quantities as may be required to meet the needs of HNWS, at the unit price which is bid.

10. INDEMNIFICATION

Bidder will indemnify HNWS consistent with provisions of Section 17 of the General Provisions.

11. PRICE ADJUSTMENT

The award resulting from this Solicitation does not include provisions for price adjustments during the term.

12. NON-DISCRIMINATION POLICIES

HNWS does not discriminate based on race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, veteran status or any other legally protected status in employment or provision of service.

SCOPE OF WORK

1. BACKGROUND

Holley Navarre Water System, Inc (HNWS) is soliciting bids for the purchase of four (4) F-250 Extended Cab 4x4 Utility/Service Trucks (Gas), two (2) Extended Cab 4x4 Utility/Service Trucks (Diesel), and two (2) F-150 XL Regular Cab 4x4 SWB Trucks.

2. FREIGHT

The price quoted should include all freight and delivery charges associated with delivery and transport of the vehicles.

3. INVOICING

All invoices will be sent electronically via email to: AP@hnws-fl.com. In the event email is not available, please send invoices to: Holley Navarre Water System, Inc., Attn: Accounts Payable, 8574 Turkey Bluff Rd., Navarre, FL 32566.

4. SPECIFICATIONS

General:

HNWS is soliciting bids for the vehicles specified herein as a part of its annual fleet replacement program. Bid price as written by Bidder on the Bid Form shall include specifications per the below as well as any discounts and miscellaneous fees. HNWS will award the bid to the vendor(s) offering the vehicle which meets specifications at the lowest price. However, HNWS also reserves the right to cancel the bid and make no award.

Service Required Prior To Delivery:

All vehicles must be new, but the successful bidder shall be responsible for providing a vehicle that has received the following services:

- Complete lubrication of chassis, engine, and operating mechanisms with recommended grades of lubricants;
- Assure all fluid levels are properly filled;
- Assure engine is adjusted to proper operating condition;
- Assure tires (including spare) are inflated to proper pressure;
- Assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;
- Assure correct alignment and that wheels are balanced (including spare);
- Washing of vehicle after removal of all unnecessary tags, stickers, paper, etc.; and,
- Assure all dealer-installed accessories (trailer hitch, etc.) are installed according to manufacturer's specifications.

Title and Tag:

All costs for title fees must be included in bid price. Contractor/Dealer will work with an HNWS representative to ensure the smooth delivery of new vehicles and ensuring all applicable documents are provided. The Owner (for title/tag purposes) is to be listed as Holley-Navarre Water System, Inc.

Delivery:

Shipping Terms shall be FOB: Destination.

The F.O.B. point shall be:

8575 Turkey Bluff Road

Navarre, FL 32566

The trucks bid shall meet or exceed these minimum specifications.

Anything not meeting the minimum specifications listed below should be explained in writing to be considered.

A. F-250 Extended Cab 4x4 Utility/Service Trucks (Gas)

QUANTITY: Four (4)

ENGINE: 6.8L V8

FUEL TYPE: Gas

EXTERIOR COLOR: Oxford White

SPECIFICATIONS:

- Stock type – New
- Class 2
- Drive Train – 4x4
- Max Conventional Towing: 14,800 lbs
- Cab type – Super/Extended
- Transmission Type - Automatic
- Back up alarm
- Back up camera
- Bluetooth
- Factory trailer brake controller
- 7-pin Trailer connector
- Air Conditioning
- Power steering
- Power windows
- Minimum of two (2) complete sets of keys shall be furnished with each vehicle

BODY SPECIFICATIONS

- Master locking system
- Multiple storage cabinets
- Tailgate for easy access to bed

OPTIONAL ADD-ONS:

- 4 corner strobe lights
- Spray in Bedliner
- All windows tinted & strip on windshield with 35% lifetime window film

B. F-250 Extended Cab 4x4 Utility/Service Trucks (Diesel)

QUANTITY: Two (2)

ENGINE: Power Stroke 6.7L V8 Turbodiesel

FUEL TYPE: Diesel

EXTERIOR COLOR: Oxford White

SPECIFICATIONS:

- Stock type – New
- Class 2
- Drive Train – 4x4
- Max Conventional Towing: 22,000 lbs
- Cab type – Super/Extended
- Transmission Type - Automatic
- Back up alarm
- Back up camera
- Bluetooth
- Factory trailer brake controller
- 7-pin Trailer connector
- Air Conditioning
- Power steering
- Power windows
- Minimum of two (2) complete sets of keys shall be furnished with each vehicle

BODY SPECIFICATIONS

- Master locking system
- Multiple storage cabinets
- Tailgate for easy access to bed

OPTIONAL ADD-ONS:

- 4 corner strobe lights
- Spray in Bedliner
- All windows tinted & strip on windshield with 35% lifetime window film

C. F-150 XL Regular Cab 4x4 SWB Trucks

QUANTITY: Two (2)

ENGINE: 5.0L V8 ENGINE

EXTERIOR COLOR: Oxford White

INTERIOR COLOR AND COVERING: Gray Vinyl

SPECIFICATIONS:

- Stock type – New
- Drive Train – 4x4
- Cab type – Regular
- Wheelbase – 6.5’
- Transmission Type - Automatic
- Back up alarm
- Back up camera
- Bluetooth
- Factory trailer brake controller
- 7-pin Trailer connector
- Air Conditioning
- Power steering
- Power windows
- Minimum of two (2) complete sets of keys shall be furnished with each vehicle

OPTIONAL ADD-ONS:

- 4 corner strobe lights
- Spray in Bedliner
- All windows tinted & strip on windshield with 35% lifetime window film

Equipment shall be guaranteed to the full extent as provided by the selling dealer and specifications. Full details of the equipment, including warranty, shall be supplied with the bid.

If the equipment being proposed does not meet a portion(s) of the applicable specifications, it must be noted and fully explained to be considered.

Bidder must provide an anticipated delivery date on the Bid Form. In the event Bidder is not able to obtain the vehicle due to manufacturer delays/limited production quantities, etc., HNWS will have the right to cancel this order without penalty of any fees, costs, etc.

END OF SPECIFICATIONS

QUESTIONS

Contact Donna Lupola for questions related to the bidding schedule at Bids@hnws-fl.com. The Proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME (central time)
Release of ITB	May 6, 2024
Deadline for Questions/Request for Clarifications	*May 20, 2024, by 4:00 pm
Estimated issuance of Addendum: Questions Answered	* May 24, 2024, by 4:00 pm
Proposal ITB Due Date/Time (Deadline)	* June 11, 2024, at 2:00 pm
Recommendation to Board of Directors	** June 18, 2024, at 6:00 pm

*An addendum to this ITB will be issued if any of these dates/times change

**These dates are after the proposal is due and subject to change. However, an addendum to this ITB will not be issued if any of these dates change. Specific dates/times will be determined at each phase.



HOLLEY NAVARRE WATER SYSTEM, INC
BID NUMBER: 24-05 HNWS
TRUCK PURCHASES 2024

BIDDER'S INFORMATION:

Vendor Name: _____

Address: _____

Contact Person: _____

Contact Person's Title: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

ACKNOWLEDGE RECEIPT OF ALL ADDENDA ISSUED (IF APPLICABLE):

NUMBER ____ DATED _____ NUMBER ____ DATED _____

NUMBER ____ DATED _____ NUMBER ____ DATED _____

BID FORM INCLUDING DELIVERY AND PRICING

QTY	DESCRIPTION	MAKE/MODEL	UNIT COST	TOTAL
4	PER SPECIFICATION "A"	F-250 Extended Cab 4x4 Utility/Service (Gas)	\$	\$
Optional Add-ons cost:				
4	4 corner strobe lights		\$	\$
4	Spray in Bedliner		\$	\$
4	All windows tinted & strip on windshield with 35% lifetime window film		\$	\$

2	PER SPECIFICATION "B"	F-250 Extended Cab 4x4 Utility/Service (Diesel)	\$	\$
Optional Add-ons cost:				
2	4 corner strobe lights		\$	\$
2	Spray in Bedliner		\$	\$
2	All windows tinted & strip on windshield with 35% lifetime window film		\$	\$

2	PER SPECIFICATION "C"	F-150 XL Regular Cab 4x4 SWB	\$	\$
Optional Add-ons cost:				
2	4 corner strobe lights		\$	\$
2	Spray in Bedliner		\$	\$
2	All windows tinted & strip on windshield with 35% lifetime window film		\$	\$
GRAND TOTAL			\$	

***Prices shall remain firm for ninety (90) days**

DELIVERY DATE BIDDER is to indicate the number of calendar days required for delivery of the goods/service upon receipt of a Purchase Order. Write the number of calendar days after receipt of order here _____.

**HOLLEY NAVARRE WATER SYSTEM
GENERAL PROVISIONS
PURCHASE ORDER/AGREEMENT**

1. Materials, equipment, or other items to be procured hereunder (individually or collectively "Supplies") must be of domestic origin unless otherwise agreed in writing by HNWS.
2. **TITLE, DELIVERY, INSPECTION AND ACCEPTANCE** - Delivery, inspection, and acceptance of Supplies will occur at the HNWS sites designated for delivery unless otherwise provided in writing by HNWS. Title will transfer to HNWS free and clear of all liens and encumbrances upon written acceptance by HNWS. Until delivery and acceptance and after any rejections, Contractor will bear exclusive risk of loss for all Supplies, regardless of the cause of loss, unless the loss results from the sole negligence of HNWS. Notwithstanding the requirements for any HNWS inspection and test contained in specifications applicable to this Agreement, except where specialized inspections or tests are specified for performance solely by HNWS, Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the Agreement conform to the drawings, specifications, and Agreement requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
3. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this Agreement when duly executed, constitute the entire agreement between the Parties unless otherwise stated on the face of a purchase order or similar document accompanying the Agreement. No modification or waiver of the terms of this Agreement will be binding unless in writing signed by a duly authorized representative of HNWS and by a duly authorized representative of the Contractor.
4. **DELIVERY TICKETS** - All shipments under this Agreement must be accompanied by delivery tickets, or sales slips, which must contain the following minimum information.
 - a. Name of supplier.
 - b. Blanket Purchase Order number.
 - c. Date of Call.
 - d. Call number.
 - e. Itemized list of supplies or services furnished.
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
 - g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

5. **PAYMENTS** - Invoices shall be submitted electronically and submitted to AP@hnws-fl.com, unless otherwise specified and shall contain the following information: Agreement or Order number, item number, Agreement description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by HNWS when the amount due on such deliveries so warrants.

6. DISCOUNTS - In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by HNWS, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the HNWS check.
7. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty HNWS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. CONTINGENCIES - Neither Party will be liable for delays or defaults to the extent caused by acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or other contingencies reasonably beyond its control. The Party so affected, upon prompt written notice to the other Party, will be excused from performance hereunder, but only to the extent of such prevention or restriction. Deliveries or services that are omitted or delayed because of a contingency shall, upon written request of HNWS, be resumed upon cessation of such contingency. The contingencies set forth herein will not provide a basis for modifications in the Agreement price.
9. CONDITION FOR ASSIGNMENT- This (Agreement or purchase order) shall not be assigned in full or in part without the consent of HNWS. Unless otherwise agreed by HNWS in writing, such consent shall not relieve the Contractor of its obligations and liabilities.
10. GOVERNMENT REGULATIONS - Contractor warrants that all applicable laws and regulations of governmental authority, covering its services or the production, sale and delivery of the Supplies specified herein, have been complied with, and Contractor shall indemnify, defend (if requested by HNWS) and save HNWS harmless from and against any liability or loss resulting from Contractor's failure to do so.
11. TAXES - HNWS is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If Contractor prepays for transportation, Contractor will not pay tax as HNWS will not reimburse Contractor for the taxes paid. HNWS is exempt from State Sales Tax.
12. CHANGES - HNWS may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this Agreement, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for HNWS in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this Agreement. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change. Failure of the parties to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

13. **TERMINATION FOR DEFAULT** - HNWS, by written notice, may terminate this Agreement, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 14 and HNWS' sole liability to Contractor will be to make payment as set forth in paragraph 14. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors and suppliers at any tier.
14. **TERMINATION FOR CONVENIENCE** - HNWS, by written notice, may terminate this Agreement, in whole or in part, for HNWS' convenience with or without cause. If this Agreement is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination. To the extent that this Agreement is for services and is so terminated, HNWS shall be liable only for payment for services rendered prior to the effective date of termination.
15. **EXTENT OF OBLIGATION** - HNWS is obligated under a call-type Purchase Order only to the extent of authorized calls placed against this agreement.
16. **WARRANTIES** - In addition to all warranties, established by statute or common law or set forth elsewhere in this Agreement, for a period of twelve (12) months following written acceptance of the Supplies or services (as applicable) by HNWS. Contractor expressly warrants that all Supplies and services covered herein shall: (i) conform to all specifications, drawings, samples, and descriptions furnished or adopted by HNWS; (ii) be of the highest quality and fit, and sufficient for the purpose for which purchased, if specified in the Agreement; and (iii) be free from all latent and patent defects in design, workmanship and materials.
17. **GENERAL INDEMNITY** – To the fullest extent allowed by applicable law, Contractor shall indemnify, defend (if requested by HNWS) and hold harmless HNWS, its directors, employees and agents (“Indemnified Parties”) from or against any and all loss, damage, costs (including, but not limited to, attorneys' fees, expert fees and expenses, and court costs, and any notification related costs arising out of a data breach, loss, or unauthorized access to data), or liability resulting from any and all demands, claims, suits, costs, fines, penalties, proceedings, or actions of any kind or character ("Claim") presented or brought against the Indemnified Parties caused by, arising out of, or related to any act or omission of Contractor or anyone directly or indirectly employed by any of them (including any subcontractors and any persons directly or indirectly employed by a subcontractor), or anyone for whose acts any one of them may be liable that is in any way associated with or connected with any obligation of Contractor, right of HNWS, or the work performed by Contractor in whatever manner the same may be caused and regardless of whether the same may be caused by or arise out of the joint, concurrent, or contributory negligence of the Indemnified Parties or any other persons or entities not a party to the Agreement; provided, however, if any Claim is determined to have been caused by the sole negligence or willful misconduct of the Indemnified Parties, then Contractor will not be liable under this *General Indemnity* section. Contractor's indemnity obligation will include, without limitation, court costs, attorneys' fees, costs of investigation, costs of defense, expert fees and expenses, settlements, and judgments associated with any Claims. Contractor will further be liable for the costs of repair or replacement of any property of the Indemnified Parties) that is damaged by any act or omission (whether negligent or otherwise) of Contractor or its subcontractors under this Agreement.

18. **INTELLECTUAL PROPERTY INDEMNITY** - Contractor will indemnify, defend (if requested by HNWS) and hold harmless the Indemnified Parties from any Claim presented or brought against any Indemnified Parties that is based (in whole or part) on a claim that any services, Supplies, deliverables, or processes, or any part of any of them, constitutes a misappropriation of, an unauthorized use, or an infringement arising out of or relating to any trade secret, copyright, trademark, patent, or any other proprietary right of any third-party either in the United States or in a foreign nation. Contractor agrees to pay all costs and expenses of investigation and defense relating to such Claim (including, but not limited to, an advancement of attorneys' fees, expert fees and expenses, and court costs) ("Claim Expenses") and pay any settlement or judgment arising out of any such Claim. Notwithstanding any other provision of the Agreement, Contractor will advance all Claim Expenses incurred by or on behalf of HNWS in connection with any Claim within thirty (30) days after the receipt by Contractor of statements from HNWS requesting such advances from time to time, whether prior to or after final disposition of such Claim.
19. **NON-DISCLOSURE** - The existence of this Agreement and all non-public information pertaining to the matters addressed in this Agreement, including documentation or other information provided by HNWS to Contractor, constitutes HNWS' confidential information ("Confidential Information"). Contractor will not disclose Confidential Information to third parties without HNWS' prior written consent. Contractor acknowledges and agrees that unauthorized disclosure of HNWS' Confidential Information will result in harm that is not compensable solely by monetary damages and therefore agrees that HNWS will be entitled to injunctive relief (in addition to any other relief available at law or equity) to enforce the provisions hereof without the need to post a bond.
20. **MOST FAVORABLE COMMERCIAL WARRANTY** - The Contractor agrees that the Supplies and services furnished under this Agreement shall be covered by the most favorable commercial warranties that the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to HNWS by any other clause of this Agreement.
21. **DEVIATION FROM SPECIFICATIONS** - HNWS has the sole authority to determine if any deviation from the specifications cited is acceptable.
22. **GOVERNING LAW AND VENUE** – This Agreement and all disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the state of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction. The exclusive jurisdiction and venue for any and all claims, counterclaims, other matters in question and disputes arising out of or in any way relating to this Agreement shall be the state courts located in Santa Rosa, County, Florida and Contractor hereby irrevocably consents and submits to such exclusive jurisdiction and venue and waives any objection to the same. Contractor acknowledges and agrees that, by the very nature of this Agreement, Guarantor is performing work in the state of Florida and is therefore subject to personal jurisdiction in accordance with the laws of such state.