FRANKLIN COUNTY TECHNICAL SCHOOL
AGREEMENT FOR GOODS AND SERVICES

The Franklin County Technical School, acting by and through its School Committee and between the municipalities listed in the solicitation (hereinafter called the "Participants) and Chris Duva of Duva Distributors (hereinafter the "Vendor"). The VENDOR agrees to provide the goods and services detailed in the bid dated March 14, 2025, and submitted May 5, 2025, in response to the Invitation for Bids for Bread goods for **Zones 1&4** for the Mass School Buying Group (hereinafter the Consultant) dated March 14, 2025.

1. PAYMENT

The Participants agree to pay the Vendor for goods and services as further described in the Invitation for Bid Specifications. The Franklin County Technical School, which has facilitated the bid on behalf of the Participants, will in no way be responsible for the actions of the Participants, and each Participant accepts sole responsibility for payment due to the Vendor. All scheduling, acceptance of products/services, and invoicing shall be done directly between the Vendor and the individual Participant.

2. CONTRACT DOCUMENTS

The following documents, together with this Agreement, constitute the entire agreement between the parties, and any documents not appended to this Contract are hereby incorporated by reference thereto:

a. Invitation for Bids, dated March 14, 2025
b. Vendor's Bid, dated May 5, 2025
c. Contract Period: July 1, 2025, to June 30, 2026

3. VENDOR'S RESPONSIBILITIES

The Vendor agrees to provide the goods and services described in the Invitation for Bids. The Vendor shall always act as an independent contractor, not an agent for, partner, or joint venturer with the District. Title to said materials and services shall not pass to the Participants until delivered and/or performed and accepted by the Participant, and the risk of loss shall be that of the Vendor until delivered and accepted by the Participant.

4. MODIFICATION, WAIVER OF CHANGE

No modification, waiver, or change shall be made to the terms and conditions of this Agreement except as may be mutually agreed upon in writing by all parties hereto.

5. COMPLIANCE WITH LAWS

The Vendor shall strictly observe and comply with all applicable Federal, State, and local laws, regulations, rules, by-laws, and codes that may govern the work to be performed under this Agreement, such provisions being incorporated herein by reference. The Vendor shall obtain all licenses and permits required to conduct activities pursuant to this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, the Vendor shall defend, indemnify, and save harmless the Franklin Country Technical School, the Participants, and their respective officials, agents, and employees from and against all demands, claims, damages, liabilities, losses, costs, and expenses arising out of or resulting from any work performed under this Agreement including but not limited to any negligent acts, errors or omissions of the Vendor.

7. TERMINATION

Franklin County Technical School may terminate this Agreement at any time for cause or convenience by giving the other parties seven (7) days of written notice. If such termination is without fault of the Vendor, the District shall pay the Vendor all compensation and reimbursements due to the Vendor up to the date of termination, including proportionate payment for completed portions of uncompleted work. Such payment shall not exceed the fair value of the work, as the District shall determine. Massachusetts Chapter 30B: Uniform Procurement Act, Section 17 requires each SFA to issue their own contract with the winning Vendor. Any resulting contracts may be terminated for cause of convenience by the City, Town, or School District according to the terms of the individual contract with the Vendor. Resulting contracts may also be terminated for cause by the vendor according to the terms of the individual contracts.

8. APPLICABLE LAW

This Agreement shall be deemed to be executed and delivered within the Commonwealth of Massachusetts and shall be governed and construed in accordance with the laws of said Commonwealth.

9. ENTIRE UNDERSTANDING

This Agreement, together with the attachments hereto, if any, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

FRANKLIN COUNTY TECHNICAL SCHOOL

Elizabeth Bouchard

By: (Print Name)

Signature

5/8/25

Date

VENDOR

Chris Dura

By: (Print Name)

Chris Dura, President

Signature

5/13/2025

Date