

# ANDOVER PUBLIC SCHOOLS

## Contract

DATE: 01/05/2022

This Contract is entered into on, or as of, this date by and between the Andover Public Schools (the "District"), and

**OBAS Enterprise, LLC**  
315 Green Street  
North Andover, MA 01845  
877-258-7267

1. **This is a Contract for the procurement of the following:**
  - Provide **In-Town Daily School Year routes**- Special Needs In-Town Transportation for 54 current Students and up to 70 total students at no extra charge for School year 2021-2022: (November 1, 2021 through June 13, 2022 with no storm days, June 21, 2022 with 5 storm days. Total of 8 Vans (8-10 Passenger Each), each with a Monitor.
2. **The Contract price to be paid to the Contractor by the Andover Public School District is: \$1,356,999.00 (paid monthly at \$142,525.00). Any student over the total number of 70 will be charged at a rate of \$125.00 per day.**
3. If the contractor is unable to furnish transportation for any given day, the contractor shall reimburse the School Committee for all actual costs required for furnishing alternate transportation. If the Contractor cannot perform on any given day, the Town shall be reimbursed at a rate of \$942.00 per vehicle, per day.
4. **Definitions:**
  - 4.1 **Acceptance:** All Contracts require proper acceptance of the described goods or services by the Andover Public School District. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the District to insure the goods or services are complete and are as specified in the Contract.
  - 4.2 **Contract Documents:** All documents relative to the Contract including (where used) Instructions to Proposers, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, Request for References and all Addenda issued during the proposal period. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The

intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

**4.3 The Contractor:** The “other party” to any Contract with the District. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term “Contractor” shall be understood to refer to any other such label used.

**4.4 Date of Substantial Performance:** The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

**4.5 Goods:** Goods, Supplies or Materials.

**4.6 Sub Contractor:** Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

**4.7 Work:** The services or materials contracted for, or both.

**5. Term of Contract and Time for Performance:**

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents for In-Town Special Needs Student Transportation Services for 17 Bridge Students located the West Elementary School for the 2021-2022 school year for the period beginning September 1, 2021 and ending June 14, 2022 with no snow days—a total of 180 school says. Every snow day used, up to five, adds an additional school day to the calendar. For example, if one snow day is used, the last day will be June 15, 2022. If all five snow days are used, the last day will be June 21, 2022.

**6. Subject to Appropriation:**

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the District is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the District Accountant. In the absence of appropriation, this Contract shall be immediately terminated without liability for damages, penalties or other charges.

**7. Permits and Approvals:**

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

**8. Termination:**

**a. Without Cause.** The District may terminate this Contract at the end of its stated term when in the best interests of the District by providing notice to the Contractor, which shall

be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

**b. For Cause.** If the Contractor is determined by the District to be in default of any material term or condition of this Contract, the District may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

**c. Default.** The following shall constitute events of a default under the Contract:

1) any material misrepresentation made by the Contractor to the District; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the District, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the District as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of federal and/or state law and/or regulations, and District bylaw and/or regulations.

**9. The Contractor's Breach and the District's Remedies:**

Failure of the Contractor to comply with any material terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Andover Public School District shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a material breach of this Contract, including damages and specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the District may keep the whole or any part of the amount for expenses, losses and damages incurred by the District as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**10. Statutory Compliance:**

**10.1** This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.*: Public Buildings Contracts.

**10.2** Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and Districts, such law or regulation shall control.

**10.3** The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of the Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all reasonable costs arising therefrom.

**10.4** The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal By-laws and Regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the District. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Andover Public School District and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors, while in the course of their employment, of any such law, by-law, regulation or decree.

**11. Conflict of Interest:**

Both the District and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the District that neither its agents, employees, nor subcontractors are thereby in violation of General Laws Chapter 268A.

**12. Certification of Tax Compliance**

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, §49A (Requirement of Tax Compliance by All

Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

**13. Discrimination**

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

**14. Assignment:**

Assignment of this Contract is prohibited, unless and only to the extent that assignment is provided for expressly in the Contract documents.

**15. Condition of Enforceability Against the District:**

This Contract is only binding upon, and enforceable against, the District if: (1) the Contract is signed by the Assistant Superintendent for Finance and Administration on behalf of the Andover Public Schools; and (2) endorsed with approval by the Assistant Superintendent for Finance and Administration as to appropriation or availability of funds.

**16. Corporate Contractor:**

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Andover Public School District unless and until the Contractor complies with this section.

**17. Liability of Public Officials:**

To the full extent permitted by law, no official, employee, agent or representative of the Andover Public School District shall be individually or personally liable on any obligation of the District under this Contract.

**18. Indemnification:**

The Contractor shall indemnify, defend and save harmless the Town/School District, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including reasonable attorneys' fees) brought or recovered against them that may arise in whole or in part out of or in connection with the work being

performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town/School District for damage to its property caused by Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town's own negligence or willful misconduct. The existence of insurance shall in no way limit the scope of this indemnification.

**19. Workers Compensation Insurance:**

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the District for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the District evidence of such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the District.

**20. Audit, Inspection and Recordkeeping**

At any time during normal business hours, and as often as the District may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**21. Payment**

Payment will be made within thirty (30) days of detailed invoice.

**22. Waiver and Amendment**

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

**23. Forum and Choice of Law**

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

**24. Notices**

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth in the Contract and to the Andover Public School District by being sent to the Assistant Superintendent for Finance and Administration, 36R Bartlet Street, Andover, MA 01810.

**25. Binding on Successors:**

This Contract shall be binding upon the Contractor, its assigns, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

**26. Complete Contract:**

This instrument, together with its endorsed supplements, and the other components of the contract documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

**27. Supplemental Conditions:**

The foregoing provisions apply to all contracts to which the Andover Public School District shall be a party. One of the following "Supplements" *must* be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

[ ] GOODS

SUPPLEMENT "G" - Applicable to Contracts for the procurement of

Goods (governed by the provisions of General Laws Chapter 30B)

SERVICES

SUPPLEMENT "S" - Applicable to Contracts for the procurement of Services (governed by the provisions of General Laws Chapter 30B)

CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for the construction of public buildings and public works.

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IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands the day and year first above written.

THE SCHOOL DEPARTMENT

THE CONTRACTOR

Paul P. Szymanski  
Assistant Superintendent for Finance and Administration

**OBAS Enterprise, LLC**  
Company Name

Paul P. Szymanski 1/5/22  
Signature Date

[Signature] 01/05/2022  
Signature Date  
Jean Robert Obas Paul / President  
Print Name & Title

CERTIFICATION AS TO AVAILABILITY OF FUNDS:

Paul P. Szymanski 1/5/22  
Assistant Superintendent for Finance and Administration Date

## **SUPPLEMENT "S"**

1. This Form supplements the general provisions of the Contract between the Andover Public School District and **OBAS Enterprise, LLC**, which Contract is a contract for the procurement of services.

2. "**Services**" shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. **Change Orders:**

Change orders may not increase the quantity of services by more than twenty-five (25%) percent, in compliance with General Laws Chapter 30B, Section 13.

4. **Minimum Wage/Prevailing Wage:**

The Contractor shall carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, *et seq.* (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, 26 to 27D (Prevailing Wage), as shall be in force and as amended.

5. **Insurance:**

The contractor shall obtain and maintain the following insurance:

5.1 Workers Compensation Insurance of the scope and amount required by the laws of the Commonwealth of Massachusetts.

5.2 Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million aggregate, which shall include the Andover Public School District as an additional insured, and which shall cover bodily injury, death, or property damage arising out of the work.

5.3 Automobile Liability Coverage, including coverage for owned, hired, or borrowed vehicles with limits of Bodily Injury and Property Damage in the amount of \$1 Million each person/each occurrence or a combined single limit of \$1 Million.

5.4 An Excess Umbrella Liability Policy in the amount of \$1 Million adding coverage to all above policies.

5.5 The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the District from and against all claims,

damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work.

- 5.6 All required insurance shall be certified by a duly authorized representative of the insurers on the "MILA" or "ACORD" Certificate of Insurance form incorporated into and made a part of this agreement. Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued not less than 30 days prior to expiration of a policy period, must be submitted to the Town/School District prior to commencement of this Agreement.
- 5.7 The Town of Andover and School District shall be named as an additional insured on the above referenced liability policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Contractor.

**6. Indemnification:**

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

- 6.1 The Contractor further agrees to indemnify and hold harmless the District, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, unless caused by the Town's own negligence or willful misconduct, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act, omission, neglect or misconduct of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 6.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 6.3 In any and all claims against the District or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

ANDOVER PUBLIC SCHOOLS

Paul P. Szymanski  
Assistant Superintendent for Finance and Administration

1/5/22  
Date

I CERTIFY THAT FUNDS ARE AVAILABLE:

Janet L. Wright  
Accountant for Andover Public Schools

1/5/2022  
Date

THE CONTRACTOR

[Signature]  
Signature

01/05/2022  
Date

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**ANDOVER PUBLIC SCHOOLS**  
**Special Transportation Request**  
**978-623-8510**  
**SAMPLE FORM**

Date: \_\_\_\_\_ **ADD ON:** \_\_\_\_\_ **DELETION:** \_\_\_\_\_ **CHAN** \_\_\_\_\_

**Student Name:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Parent/Guardian:** \_\_\_\_\_ **Home Telephone:** \_\_\_\_\_

**Work Telephone:** \_\_\_\_\_ **Cell Telephone:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_ **City/Town:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Emergency Telephone:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_ **SASID #:** \_\_\_\_\_

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**School Name:** \_\_\_\_\_ **Placement Code:** \_\_\_\_\_

**School Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ **Ending Date:** \_\_\_\_\_

**Days of Week:** \_\_\_\_\_ **Start Time:** \_\_\_\_\_ **Dismissal Time:** \_\_\_\_\_

**Other:** \_\_\_\_\_

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**Special Conditions:**    Wheelchair                      Monitor                      Car Seat/Booster Seat                      A/C

**Other:** \_\_\_\_\_

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**Medical:**    Seizures:    Yes    No                      Allergies:    Yes    No                      Non-verbal:    Yes    No

                    Emotional/Behavior Difficulties:    Yes    No                      Sensory Loss (Hearing/Vision):    Yes    No

**Other:** \_\_\_\_\_

If you have checked **YES**, or if the pupil is taking any type of medication which the driver should be aware;  
**please specify:**

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**Transportation Required:**

School Year	Year: _____	In District	Homeless
Summer	Year: _____	Out of District	Preschool

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**Alternate Pickup/Drop Off: (i.e., time, day, etc.)**

Contact Name: \_\_\_\_\_ Details: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Relationship to Student: \_\_\_\_\_

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**Additional Parent/Guardian Information:**

Parent/Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Non-custodial Parent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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**Additional information necessary to transport this child safely:**

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Name of ETF/PH: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of PPA: \_\_\_\_\_ Date: \_\_\_\_\_

As required under Chapter 687 of the Acts of 1989, all proposers must certify to the following by signing this page in the space indicated below.

**CERTIFICATION OF NON-COLLUSION**

Pursuant to M.G.L. Ch. 30B, s10, the undersigned hereby certifies, under penalties of perjury, that this proposal or proposal has been made and submitted in good faith and without fraud or collusion with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

OBAS Enterprise, LLC

Company Name

Signature

Date

Jean Robert Obas Paul / President  
Print Name & Title

**CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. Ch. 62C, s49A, I Jean Robert Obas Paul, authorized signatory for OBAS Enterprise, LLC do hereby certify, under the pains and penalties of perjury that the undersigned proposer has complied with all laws of the Commonwealth of Massachusetts, and the Andover Public School District, relating to taxes, permit or other fees, reporting of employees and contractors, and withholding and remitting child support.

Social Security Number

or 473400971  
Federal I.D. Number

Firm Name

Business Address

Representative

(please print)

Title

Signature

Date

**Form RCB-1**  
**References and Company Background**

Name and Address of Proposer: OBAS Enterprise, LLC

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Provide at least three references of persons who are familiar with your firm. The School Department is to have express permission to contact either in person, by phone/or correspondence as to past performance. **Include Name, Address, and Telephone Number with area code.**

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_



**Description of Equipment to be Used Form**

DESCRIPTION OF EQUIPMENT TO BE USED

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

DESCRIPTION OF EQUIPMENT TO BE USED

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

Make of Bus \_\_\_\_\_  
Year of Manufacture \_\_\_\_\_  
Seating Capacity \_\_\_\_\_  
Types of Seats \_\_\_\_\_  
Make of Body \_\_\_\_\_  
Accumulated Mileage \_\_\_\_\_  
Number of Heaters \_\_\_\_\_  
Present Condition \_\_\_\_\_

**CRIMINAL OFFENDER RECORD INFORMATION (CORI)  
ACKNOWLEDGEMENT FORM**

TO BE USED BY ORGANIZATIONS CONDUCTING CORI CHECKS FOR EMPLOYMENT, VOLUNTEER,  
SUBCONTRACTOR, LICENSING, AND HOUSING PURPOSES

**Town of Andover/Andover Public Schools** is registered under the provisions of M.G.L. c. 6, § 172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licensees, and applicants for the rental or lease of housing.

As a prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the Department of Criminal Justice Information Services (DCJIS). I hereby acknowledge and provide permission to Town of Andover/Andover Public Schools to submit a CORI check for my information to the DCJIS. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing Town of Andover/Andover Public Schools with written notice of my intent to withdraw consent to a CORI check.

FOR EMPLOYMENT, VOLUNTEER, AND LICENSING PURPOSES ONLY: The Town of Andover/Andover Public Schools may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that Town of Andover/Andover Public Schools must first provide me with written notice of this check.

By signing below, I provide my consent to a CORI check and acknowledge that the information provided on Page 2 of this Acknowledgement Form is true and accurate.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
POSITION

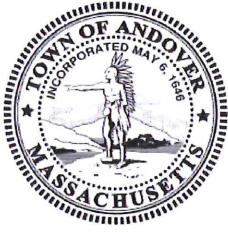
\_\_\_\_\_  
DEPARTMENT/SCHOOL

Your identity and signature must be verified by examining a government-issued identification **in person**, sending in a photocopy of an ID is no longer acceptable.

**\*All CORI forms must be returned to Human Resources or one of the Schools, in person, along with your ID\***

If you are unable to deliver the CORI in person, you may submit a completed CORI form acknowledged by the subject before a notary public.

Please be sure to complete both sides of this form.



# TOWN OF ANDOVER

36 Bartlet Street  
Andover, MA 01810  
978-623-8530

[www.andoverma.gov](http://www.andoverma.gov)  
[www.aps1.net](http://www.aps1.net)

## SUBJECT INFORMATION:

\_\_\_\_\_  
Name First Name Middle Name Suffix Last

\_\_\_\_\_  
Maiden Name (or other name(s) by which you have been known)

\_\_\_\_\_  
Date of Birth Place of Birth

\_\_\_\_\_  
Last Six Digits of Your Social Security Number: \_\_\_\_\_ - \_\_\_\_\_

Sex: \_\_\_\_\_ Height: \_\_\_\_\_ ft. \_\_\_\_\_ in. Eye Color: \_\_\_\_\_ Race: \_\_\_\_\_

Driver's License or ID Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_

\_\_\_\_\_  
Mother's Full Maiden Name Father's Full Name

## Current and Former Addresses:

\_\_\_\_\_  
Street Number & Name City/Town State Zip

\_\_\_\_\_  
Number & Name City/Town State Zip Street

\_\_\_\_\_  
The above information was verified by reviewing the following form(s) of government issued identification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## VERIFIED BY:

\_\_\_\_\_  
Name of Verifying Employee (Please Print)

\_\_\_\_\_  
Signature of Verifying Employee

# Fuel Adjustment Proposal Form

## Andover Public Schools

This proposal is based on a diesel price of per gallon \$ \_\_\_\_\_ and a gasoline price of \$ \_\_\_\_\_ per gallon and will be hereafter referred to as the "**Base Price of Fuel.**" To verify the "Base Price of Fuel", Contractor must attach to this Proposal Form, a wholesale price verification document from the Contractor's fuel supplier.

The Contractor agrees to maintain accurate and complete records relative to the use of gasoline and/or diesel fuel by each of its Andover Public Schools' vehicles. These records and all other information requested by the district shall be made available prior to the awarding of any fuel adjustment.

Beginning in the first year of the contract, and continuing for the duration of said contract, a fuel adjustment may be proposed based on the following formula:

When there is an average monthly variation from the "Base Price" of +/- 15% per gallon, up or down, from the base price of gasoline or diesel fuel, as established at the time of the contract proposal, there will be no adjustment. On the first day of any month of any decrease or increase of 15% per gallon, additional payment for each one cent (\$ .01) per gallon will be made to the contractor for the number of gallons used for transportation. The adjustment for decreases or increases shall be made on the arithmetical price to four decimal places. **This must be accompanied by wholesale price verification from the fuel supplier.**

If the price of fuel is over the base price, the additional cost of the fuel is to be added to the monthly payment. If the price of fuel is less than the base price, the difference is to be subtracted from the monthly payment. In both cases, any adjustment will be made each month for the term of the contract.

The amount of adjustment will be calculated as follows:

Gallons Used Per Day:

Total daily route mileage X miles per gallon of the vehicles

Gallons Used Per Month:

Gallons used per day X number of days that students were transported

Fuel Adjustment:

Gallons used per month X number of cents of variation from the base per gallon price

# School Calendar

will be in a separate electronic document attached



## 2021-2022 Andover Public Schools Calendar

Updated calendar approved @SC Meeting  
July 15, 2021

Aug/September (20 days)							October (20 days)							November (18 days)							December (17 days)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	30	31	1	2	3	4					1	2	1	2	3	4	5	6			1	2	3	4			
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12*	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		
							31																				

January (20 days)							February (15 days)							March (23 days)							April (16 days)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5		1	2	3	4	5						1	2		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28						27	28	29	30	31		24	25	26	27	28	29	30	
30	31																										

May (21 days)							June (10 days)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

**Early Release Dates-All Schools**

- Friday, Oct. 8, 2021
- Wed, Nov 24, 2021
- Friday, Dec. 10, 2021
- Friday, Jan. 28, 2022
- Friday, March 18, 2022
- Friday, May 6, 2022
- Friday, June 3, 2022

**Teacher PD & Conference Dates**

- Nov. 12\* - No Classes at Elem, MS, AHS
- Nov. 5 K conf only - no K classes

**First Day of School**

- Mon., Aug. 30 - Teachers
- Wed., Sep 1 - Students

**Last Day of School**

- Tues., June 14 - w/o snow days
- Weds., June 22 - w/5 snow days

**No Classes held due to Observed Federal, State Holidays and school recess**

Date	Event	Date	Event	Date	Event	Date	Event
Sept 3-6	Labor Day Recess	Oct 11	Columbus Day	Nov 11	Veterans Day	Nov 25-26	Thanksgiving Recess
Dec 24-Dec 31	Holiday Recess	Jan. 17	Martin Luther King Day	Feb. 21-25	Presidents Day/Winter Recess	April 18-22	Patriots Day/Spring Recess
May 30	Memorial Day	June 20	Juneteenth (Sun., June 19)				



# Fuel Adjustment Proposal Form

## Andover Public Schools

Signature page--

*Not applicable*  
*P. Pzymski*  
*1/5/22*

Company: OBAS Enterprise, LLC

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

**Proposers shall submit this form fully completed with proposal.**

