



Purchasing Division

***TENDER #3705
BAS WEEKLY MONITORING***

Addendum #1

**September 19th, 2014
11:00 A.M.**

To: Bidders

From: Deborah Beck, Buyer

Pages: 4

phone: 464-2000 (ext. 2011)

The bid documents shall be amended and shall become part of the contract documents as follows:

- **The correct number of schools is 86 regardless of the number of schools quoted throughout the tender document.**
- **A revised listing of schools/bid form dated 19-Sep-14 is attached.**
- **The listing of schools/bid form is also available in Microsoft Excel format and may be requested by email to: dbeck@hrrsb.ca. You MUST submit a hard copy of your bid form with your bid submission and you MAY also include a thumb drive containing the Excel document if you wish to do so.**

END OF ADDENDUM #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

CC: Nova Scotia Construction Association

Fax # 468-2470

3.7 **PROPOSED FIXED PRICE**

The fixed price shall be the full inclusive value of the work. The prices submitted shall be all-inclusive (Excluding HST) and shall include for all the general and special requirements to meet the specifications of the work, including any contingent costs.

DO NOT INCLUDE HST IN PRICE

<i>LOCATION</i>	<i>LUMP SUM WEEKLY COST</i>	<i>LUMP SUM ANNUAL COST</i>
A.J. Smeltzer Junior High	\$	\$
Ash Lee Jefferson Elementary	\$	\$
Astral Drive Elementary	\$	\$
Astral Drive Junior High	\$	\$
Atlantic Memorial	\$	\$
Auburn Drive High	\$	\$
Basinview Drive Elementary	\$	\$
Beaufort	\$	\$
Beaver Bank-Monarch Drive Elementary	\$	\$
Beechville Lakeside Timberlea Elem P-2	\$	\$
Bicentennial Junior High	\$	\$
Burton Ettinger	\$	\$
Caldwell Road Elementary	\$	\$
Caledonia Junior High	\$	\$
Central Spryfield	\$	\$
Chebucto Heights Elementary	\$	\$
Citadel High	\$	\$
Clayton Park Junior High	\$	\$
Colby Village Elementary	\$	\$
Cole Harbour District High	\$	\$
Colonel John Stuart Elementary	\$	\$
Charles P. Allen High	\$	\$
Cunard Junior High	\$	\$
Dartmouth High School	\$	\$
Duc d'Anville Elementary	\$	\$
Duncan MacMillan High	\$	\$
Dutch Settlement	\$	\$
Eastern Shore District High	\$	\$
Elizabeth Sutherland	\$	\$
Fairview Heights	\$	\$
Fairview Heights Annex	\$	\$
Fairview Junior High	\$	\$

Five Bridges Junior High	\$	\$
Flemming Tower	\$	\$
Gaetz Brook Junior High	\$	\$
Georges P. Vanier Junior High	\$	\$
Gorsebrook Junior High	\$	\$
Graham Creighton Junior High	\$	\$
Grosvenor-Wentworth Park	\$	\$
Halifax Central Junior High	\$	\$
Halifax West High	\$	\$
Hammonds Plains Consolidated	\$	\$
Harold T. Barrett Junior High	\$	\$
Harry R. Hamilton Elementary	\$	\$
Herring Cove Junior High	\$	\$
Highland Park Junior High	\$	\$
Holland Road Elementary	\$	\$
Ian Forsythe Elementary	\$	\$
Inglis Street Elementary	\$	\$
J. L. Ilesley High	\$	\$
John MacNeil Elementary	\$	\$
John Martin Junior High	\$	\$
John W. MacLeod Elementary	\$	\$
Joseph Howe Elementary	\$	\$
Kingswood Elementary	\$	\$
LeMarchant-St. Thomas	\$	\$
Millwood Elementary	\$	\$
Millwood High	\$	\$
Mount Edward Elementary	\$	\$
Musquodoboit Rural High	\$	\$
Musquodoboit Valley Education Centre	\$	\$
Nelson Whynder Elementary	\$	\$
Oxford School	\$	\$
Oyster Pond Academy	\$	\$
Porters Lake Elementary	\$	\$
Prince Andrew High	\$	\$
Robert Kemp Turner	\$	\$
Rockingham Elementary	\$	\$
Rockingstone Heights	\$	\$
Rocky Lake Drive Junior High	\$	\$
Sackville Heights Junior High	\$	\$
Sackville High	\$	\$

Saint Mary's	\$	\$
Seaside Elementary	\$	\$
Shannon Park Elementary	\$	\$
Sir Charles Tupper	\$	\$
Sir John A MacDonald	\$	\$
Springvale Elementary	\$	\$
St. Agnes Junior High	\$	\$
St. Catherine's Elementary	\$	\$
St. Joseph's-Alexander McKay	\$	\$
St. Stephen's Elem	\$	\$
Tallahassee Community	\$	\$
Waverly Memorial	\$	\$
Westmount Elem	\$	\$
William King Elem	\$	\$
TOTAL ANNUAL COST SEPT 1- JUNE 30 (10 MONTHS)	\$	\$
TOTAL ANNUAL COST (OPTIONAL) 2015-16 SCHOOL YEAR SEPT 1- JUNE 30 (10 MONTHS)	\$	\$
TOTAL ANNUAL COST (OPTIONAL) 2016-17 SCHOOL YEAR SEPT 1- JUNE 30 (10 MONTHS)	\$	\$
COST FOR ADDING EACH ADDITIONAL NEW SCHOOL	\$	\$

BIDDERS HST REGISTRATION NO. _____

3.8 **SIGNATURE:**

SIGNED AND DELIVERED
in the presence of:

CONTRACTOR[Seal]

Witness

Company name

Signature of Signing Officer

Name and Title (printed)



Halifax Regional
School Board

INVITATIONAL TENDER #3705

BAS WEEKLY MONITORING

Closing Date: **FRIDAY, OCTOBER 3, 2014**
Closing Time: **2:00:00 P.M.**
Opening Time: **2:00:00 P.M.**

Closing Location:

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS
B3B 1X7

Purchasing Contact:

Deborah Beck, Buyer
Tel: (902) 464-2000 # 2011
Fax: (902) 464-0161

Project Location:

Various HRSB Locations

Department Contact:

Tyler Bell, Energy Manager
Tel: (902) 464-2000 #5119
Fax: (902) 464-5581

The Halifax Regional School Board encourages equity and affirmative action programs.

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1.0 **GENERAL**

The Halifax Regional School Board is seeking bids from interested and qualified vendors for the supply of services and personnel required to provide weekly dial up and log in service to remotely monitor building automation systems at 69 school sites from September through June (10 months) inclusive.

The term of the contract will be for *thirty-seven (37) weeks with an option to renew for two (2) one (1) year terms.*

1.1 **INSTRUCTIONS TO BIDDERS**

**TENDER
SUBMISSION:**

- (a) Sealed Bids will be received by:

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, NS
B3B 1X7

Until **2:00:00 P.M.**, for the following projects:

#3705 BAS WEEKLY MONITORING

- (b) Submit one original tender on the enclosed tender form. Each item on the form must be completed unless noted otherwise. Bids must be signed by an authorised representative of the vendor. Incomplete bids will be rejected. Bids must be submitted on or before the advertised time and date in a sealed envelope clearly marked:

#3705 BAS WEEKLY MONITORING

- (c) It is the responsibility of the bidder to ensure their submissions are received on time. Faxed bids will not be accepted.
- (d) Addenda may be issued by the Board. Addenda cover letters shall be signed and attached to the tender documents.

1.2 **CONDITIONS OF TENDER**

- (a) No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- (b) Any changes to this tender or specifications shall be stated by the Board in writing. All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the office of the Halifax Regional School Board, c/o Purchasing Manager or representative.
- (c) Tender price must include freight, duty, and all taxes, rates and charges, which are applicable at the time the contract is awarded. It is the responsibility of the bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this tender.
- (d) The Contractor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, 2010. They shall pay all fees for these permits. Sub-trades are responsible for obtaining permits and following regulations as they affect their work.
- (e) Invoices shall be submitted to:

Halifax Regional School Board
c/o Operations Department
33 Spectacle Lake Drive,
Dartmouth, NS B3B 1X7

Contact information to be supplied to the successful bidder as part of the award confirmation.

Payment: Payment terms will be considered as Net 30 days from date of invoice.

- (f) Bidders or their employees must not be employees of the Halifax Regional School Board.
- (g) The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- (h) Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- (i) When applicable, a bidder shall list, in the space provided in Section 3.3, the names of the sub-contractors they propose to use with each sub-contractor's tender price. A change in sub-contractors from this list will require permission in writing from the Board.
- (j) Except as the specifications may be modified by Addenda, the successful contractor

will be held to furnish under this tender all work as specified.

- (k) The contractor shall save, defend, and indemnify the Halifax Regional School Board against all costs which the School Board may sustain or incur by reason of any act or omission of the contractor or its' agents or sub contractors.
- (l) Property loss and/or damage that occurs during the course of work or caused by negligence on the contractors part during the course of the work shall be reported by HRSB Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRSB property. HRSB and/or its insurer reserve the right to assign management of restoration to the adjuster. The contractor shall be responsible for all costs to repair or replace any School Board property, which has been damaged, defaced or stolen during the course of work.
- (m) The term of the contract will be from ***October 13, 2014 to June 30, 2015. HRSB reserves the option to renew for two additional terms (September 1 to June 30th (10 month.***
- (n) Where the Tender Documents stipulate a particular product, written requests for substitutes will be considered by the Board up to but not including the day of closing. Such requests shall be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made.

When a request for approval of a product is made, the Board may grant approval and will issue an Addendum to this effect to known bidders.

All products used in the course of this work are to be used, stored, and maintained as per the instructions written on the MSDS sheet.

- (o) ~~Time and Material costs must be provided as listed in Section 3.6.~~
- (p) **Right to Negotiate**
HRSB may, in its sole discretion:
 - 1) through the issuance by HRSB of its PO to the Bidder or Bidders, award to a Bidder or Bidders the Contract, based on its Tender, without further negotiation or documentation; or
 - 2) award to a Bidder or Bidders the right to negotiate and finalize such further documentation as HRSB determines to be necessary or advisable. The entering into of such negotiation by HRSB shall not fetter its discretion to award the Contract to other Bidders, not award any Contract, or otherwise under Section 1.2 (r) – HRSB Discretion.

- (q) **Unique Logistics**
Completely describe how your Tender will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.

(f) **HRSB Discretion**

The Bidder hereby acknowledges that:

- a) HRSB shall have the right to reject any or all Tenders for any reason, or to accept any Tender which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Tender will not necessarily be accepted and HRSB shall have the unrestricted right to:
 - i) accept any Tender, and in the event it only receives informal, non-conforming or qualified Tenders with respect to this Tender, accept any such Tender; or
 - ii) accept a Tender that is not the lowest price;
 - iii) reject a Tender that is the lowest price even if it is the only Tender received;
 - iv) reject any Tender that contains any irregularities, informalities, conditions or qualifications;
 - v) reject any Tender that is not accompanied by the required tender security documents;
 - iv) reject any Tender that is not properly signed by or on behalf of the Bidder;
 - vi) reject any Tender that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
 - vii) reject any Tender that is incomplete or ambiguous; or
 - viii) reject any Tender that does not strictly comply with other requirements contained in these instructions.
- b) HRSB reserves the right to consider, during the evaluation of Tenders:
 - i) information provided in the Tender itself;
 - ii) information received in response to enquiries of credit and industry references set out in the Tender;
 - iii) the manner in which the Bidder provides services to others;
 - iv) the experience and qualification of the Bidder;
 - v) the compliance of the Bidder to HRSB's requirements and specifications;
 - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,
 - vii) splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
 - viii) rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties; and
 - x) any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of

HRSB's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and

- d) HRSB shall not at any time have any obligation to deal exclusively with the Bidder. HRSB expressly reserves its rights, in its sole discretion, to seek a Tender regarding the subject matter hereof, from any person whomsoever and at any time.

(s) **Limitation of Liability**

Bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this tender process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

1.3 OTHER REQUIREMENTS

- (a) The bidder must provide with the submitted tender document a certificate indicating the completion of the Nova Scotia Construction Safety Association's Construction Safety Program or other safety audit program acceptable to Workers Compensation Board.
- (b) The bidder must provide with the submitted tender document a letter showing they are in good standing with the Worker's Compensation Board.
- ~~(c) The bidder must provide with the submitted tender document a tentative schedule indicating timelines for completion of works. Upon award of work, the successful bidder shall within one (1) week provide a schedule clearly indicating timelines for completion of all aspects of the project.~~
- (d) The bidder must provide with the submitted tender document, an insurance certificate showing proof of:
 - (i) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractors liability, attached machinery extensions, endorsement, independent contractor, for a combined single limit of no less than \$2,000,000 per occurrence;
 - (ii) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and
 - (iii) It is also agreed that the above insurance coverage is primary.

Upon award, the bidder shall secure and maintain the insurance as noted above at its expense during the term of the contract.

The Halifax Regional School Board must be named as additional named insurance pertaining to the work for this project. Furthermore, Halifax Regional School Board must receive at least thirty (30) days notice of cancellation or modification of the above insurance. Bidders shall at all times keep in force insurance as may be required.

- ~~(e) The bidder must provide with the submitted tender document a Bid Security in the amount of ten percent (10%) of the Total Contract Price in the form of a Certified Cheque payable to Halifax Regional School Board, or a Bid Bond on Owner approved bids form.~~
- ~~(f) Upon award of tender, the successful bidder is to provide Contract Security in the form of a Performance Bond and a Labour and Material Payment Bond, each in the amount of fifty percent (50%) of the Total Contract Price.~~
- ~~(g) The bidder must provide with the submitted tender document a completed copy of the attached safety plan information sheet. The contractor prior to commencement of work must have a safety plan in place for use by the contractor personnel regarding potential hazards and work practices specific to the site.~~

- (h) ~~Roofers and contractors must submit warranty information with the tender bid submission and successful bidders must submit all appropriate warranty documents with final payment invoice.~~
- (i) Bidders are advised that, as per the Halifax Regional School Board Tobacco Free Schools and Workplace Policy, the HRSB endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that no person shall smoke in schools, school board offices or on school grounds.

1.4 **AMENDMENTS OR WITHDRAWAL OF TENDER PRIOR TO BID CLOSING**

- (a) Tender may be amended or withdrawn by post or facsimile.
- (b) Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an amendment or withdrawal and the title of the RFP/Tender. Sign and seal as required for tender, and submit at address listed under closing location on the cover of this document. Faxes may be sent to Deborah Beck, Buyer at 902-464-0161

1.5 **THE CONTRACT**

1.5.1 Binding Effect of Proposal and Contract Finalization

The Bidder hereby acknowledges that its Tender constitutes a contract with HRSB, and the terms and conditions of this Tender and the bidder response (with the Tender taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) written notice from HRSB that the Bidder's Tender is rejected as unsatisfactory; or
- b) issuance by HRSB of its PO to the Bidder with respect to this Tender, pursuant to Section 1.2(r), and upon such issuance, the Bidder shall be regarded as the Vendor hereunder; or
- c) execution of the Contract by both HRSB and the Bidder pursuant to Section 1.2(r); or
- d) written notice from HRSB that it has entered a Contract with a Vendor and that the Bidder has been unsuccessful under this Tender.

1.5.2 Contract Documents

1.5.2.1 The attached form of contract (Schedule A) is a version that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this Tender. It is not to be executed and returned by the bidder as part of it's (proposal or Tender response).

1.5.2.2 After the contract has been awarded and signed, the contractor will be contacted

by the appropriate Regional Manager to attend a site visit to complete Appendix C of the contract – ‘Undertaking to Comply and Contractors Safety Checklist’ prior to the commencement of any work. NOT APPLICABLE FOR THIS TENDER

1.5.2.3 The Contract the Vendor will have with the HRSB, if awarded, will include:

- a) such further documentation as may be negotiated and executed by the HRSB and the Vendor pursuant to Section 1.2(p); and
- b) this Tender and all of its Schedules, including without limitation any PO issued by HRSB to the Vendor, and any revisions, amendments or additional documents made thereto, if any; and
- c) the Tender, in its entirety and all promises made in the tender will be deemed covenants in the Contract and all information, representations and warranties made in the Tender will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRSB of any additional or formal documents prepared by the HRSB.

1.5.2.4 For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5.1, and the Tender, this Tender and such documentation shall take precedence over the Bidder response.

1.6 Your Contractual Terms

- 1.6.1 List separately any contractual terms which must be included as part of the Contract if awarded to you and which would be a condition to HRSB’s acceptance of your bid.
- 1.6.2 List separately any contractual terms which you would like the HRSB to consider but which would not be a condition to the acceptance by the HRSB of your bid and which would only be part of the Contract with the HRSB with the specific further agreement of the HRSB.

2.0 **SCOPE OF WORK/PRICING**

Scope of Work:

- Weekly remote Building Automation System inspections at 83 school sites through a dial up and/or log in process. Check and report on the following:
 - Temperatures
 - Heating Pump Status
 - Boilers
 - Air Handling Units
 - System Alarms
 - Schedule Changes as submitted by HRSB
 - General System Operation
- Work will be scheduled to be completed by 4:00 p.m. on Thursday of each week.
- HRSB will be notified of issues requiring immediate attention using the emergency maintenance phone number or direct phone contact with the appropriate manager.
- Generate a weekly electronic report of items checked for every school on the attached list and submit to HRSB before end of day each Monday.

Pricing:

- Submit a lump sum weekly cost for monitoring of all sites on the list.
- Submit a total annual cost for services from October 13, 2014 through to June 30th, 2015.
- Submit a total annual cost for the optional year(s) from September 1st through to June 30th.
- As there are currently new schools under construction, submit a cost for each additional school that is added to the list.

2.1 **SITE VISITS**

- (a) Bidders will be deemed to have familiarized themselves with existing site and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.
- (b) ~~A mandatory bidder's site meeting is scheduled as per the directions on the cover sheet of this document.~~ NOT APPLICABLE FOR TENDER #3705

3.0 **FORM OF TENDER BIDDER DECLARES**

- (a) That this tender was made without collusion or fraud.
- (b) That the proposed work was carefully examined.
- (c) That the bidder is familiar with local conditions.
- (d) That contract documents and attachments were carefully examined.
- (e) That all the above were taken into consideration in preparation of this tender.

3.1 **BIDDER AGREES**

- (a) To enter into a contract to supply all labour, material and equipment and to do all work necessary to complete the Work as described and specified herein for the prices as per the Form of tender, Schedule of Prices, Article 3.5.
- (b) That this tender is valid for acceptance for 30 days from the time of tender Closing.
- (c) That failure to enter into a formal contract and give specified documents within time required will constitute grounds for forfeiture of this agreement.
- (d) That if Certified Cheque or bid bond is forfeited, the Owner will retain difference in money between amount of tender and amount for which owner legally contracts with another party to perform the work and will refund balance, if any, to bidder.
- (e) I/WE certify that the company listed herein is in good standing with the City of Halifax Tax Collector and all Municipal, Provincial and Federal Tax Agencies. Failure to complete this certification and maintain this status will be cause for rejection of your tender and/or cancellation of any contractual undertaking with the Board. We further agree with and accept the terms set out in this tender document.

Halifax Regional School Board

FORM OF TENDER

***TENDER #3705
BAS WEEKLY MONITORING***

FIRM _____

ADDRESS _____

E-MAIL ADDRESS _____

POSTAL CODE _____ PHONE _____ FAX _____

NAME OF PERSON SIGNING FOR FIRM _____

POSITION OF PERSON SIGNING FOR FIRM _____

I/WE, the undersigned, having carefully examined the ***#3705 BAS WEEKLY MONITORING*** tender documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the ***#3705 BAS WEEKLY MONITORING*** documents, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent by prepaid post or fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

DATE

AUTHORIZED SIGNATURE

3.2 **REFERENCES:**

The Bidder shall furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

Contact Name & Phone #	Date	Contract Value
_____	from _____ to _____	_____
_____	from _____ to _____	_____
_____	from _____ to _____	_____
_____	from _____ to _____	_____

3.3 **SUB CONTRACTORS:**

The Bidder shall enter the name and address of each Sub-Contractor used in making up this Tender. Only one Sub-Contractor shall be named for each part of the work to be sublet.

Subcontractor/Suppliers/Manufacturers	Service/Material

3.5 **SCHEDULE OF PRICES**

CONTINGENT UNIT PRICES: [see article 1.2 (o)]

Provide unit prices for contingency items in the event that additional work items are required in association with the scope of work as outlined in section 2.0 and the total value of unit prices shall be included in the Total Fixed Cost price.

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
3.	_____	_____	_____	\$ _____
4.	_____	_____	_____	\$ _____
5.	_____	_____	_____	\$ _____
6.	_____	_____	_____	\$ _____

3.6 **TIME AND MATERIAL PRICES:**

Provide unit prices for time and material work if no fixed price is requested in association with the work as outlined herein.

Item No.	Description	Unit of Measurement	Estimated Quantity	Unit Price
1.	_____	_____	_____	\$ _____
2.	_____	_____	_____	\$ _____
3.	_____	_____	_____	\$ _____
4.	_____	_____	_____	\$ _____
5.	_____	_____	_____	\$ _____
6.	_____	_____	_____	\$ _____

3.7 **PROPOSED FIXED PRICE**

The fixed price shall be the full inclusive value of the work. The prices submitted shall be all-inclusive (Excluding HST) and shall include for all the general and special requirements to meet the specifications of the work, including any contingent costs.

DO NOT INCLUDE HST IN PRICE

<i>LOCATION</i>	<i>LUMP SUM WEEKLY COST</i>	<i>LUMP SUM ANNUAL COST</i>
A.J. Smeltzer Junior High	\$	\$
Ash Lee Jefferson Elementary	\$	\$
Astral Drive Elementary	\$	\$
Astral Drive Junior High	\$	\$
Atlantic Memorial	\$	\$
Auburn Drive High	\$	\$
Basinview Drive Elementary	\$	\$
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Beechville Lakeside Timberlea Elem P-2	\$	\$
Bicentennial Junior High	\$	\$
Burton Ettinger	\$	\$
Caldwell Road Elementary	\$	\$
Caledonia Junior High	\$	\$
Central Spryfield	\$	\$
Chebucto Heights Elementary	\$	\$
Citadel High	\$	\$
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Cole Harbour District High	\$	\$
Colonel John Stuart Elementary	\$	\$
Charles P. Allen High	\$	\$
Cunard Junior High	\$	\$
Dartmouth High School	\$	\$
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John MacNeil Elementary	\$	\$
John Martin Junior High	\$	\$
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Joseph Howe Elementary	\$	\$
Kingswood Elementary	\$	\$
LeMarchant-St. Thomas	\$	\$
Millwood Elementary	\$	\$
Millwood High	\$	\$
Musquodoboit Rural High	\$	\$
Musquodoboit Valley Education Centre	\$	\$
Nelson Whynder Elementary	\$	\$
Oxford School	\$	\$
Oyster Pond Academy	\$	\$
Porters Lake Elementary	\$	\$
Robert Kemp Turner	\$	\$
Rockingham Elementary	\$	\$
Rockingstone Heights	\$	\$
Rocky Lake Drive Junior High	\$	\$
Sackville Heights Junior High	\$	\$
Sackville High	\$	\$
Saint Mary's	\$	\$
Seaside Elementary	\$	\$
Shannon Park Elementary	\$	\$

Sir Charles Tupper	\$	\$
Sir John A MacDonald	\$	\$
Springvale Elementary	\$	\$
St. Agnes Junior High	\$	\$
St. Catherine's Elementary	\$	\$
St. Joseph's-Alexander McKay	\$	\$
St. Stephen's Elem	\$	\$
Tallahassee Community	\$	\$
Westmount Elem	\$	\$
William King Elem	\$	\$
TOTAL ANNUAL COST SEPT 1- JUNE 30 (10 MONTHS)	\$	\$
TOTAL ANNUAL COST (OPTIONAL) 2015-16 SCHOOL YEAR SEPT 1- JUNE 30 (10 MONTHS)	\$	\$
TOTAL ANNUAL COST (OPTIONAL) 2016-17 SCHOOL YEAR SEPT 1- JUNE 30 (10 MONTHS)	\$	\$
COST FOR ADDING EACH ADDITIONAL NEW SCHOOL	\$	\$

BIDDERS HST REGISTRATION NO. _____

3.8 **SIGNATURE:**

SIGNED AND DELIVERED
in the presence of:

CONTRACTOR[Seal]

Witness

Company name

Signature of Signing Officer

Name and Title (printed)

SCHEDULE A

SAMPLE AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the _____ day of _____ A.D. 2009.

BETWEEN:

THE HALIFAX REGIONAL SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

(the "Contractor")

RECITALS

WHEREAS the HRSB has analyzed its needs and requirements for

AND WHEREAS based on the HRSB's analysis, the HRSB prepared a detailed request for proposals setting out their needs and requirements (the "RFP or Tender"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto.

AND WHEREAS the HRSB submitted "RFP or Tender #3705" to a number of companies capable of providing.

AND WHEREAS XXXXXXXX provided a detailed response to the RFP or Tender # XXXX (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS XXXXXX in the Response made certain representations with respect to its capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

SCOPE OF SERVICES

- 1.0 The services to be performed by the Contractor for the Board are outlined in the Scope of Work, Schedule A – Functional Requirements, and Schedule B, Technical Requirements, of Request for Proposal (RFP) or Tender XXXX, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Appendix “A” may be adjusted from time to time by mutual agreement between the Board and the Contractor.

TERM

- 2.0 This Agreement shall be in effect from and including the ' day of *, 2008* and shall continue until the * day of ', 200__* unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.

PAYMENT PROCEDURE

- 4.0 Invoices will be submitted by the Contractor to the Board, Attention: Accounts Payable, on a monthly basis.
- 4.1 Upon determining that the work evidences completion by the Contractor of the portion of the Agreement to which the invoice relates, the Board shall cause the invoice to be paid.

WITHHOLDING PAYMENT

- 5.0 The Board shall be entitled to withhold payment to the Contractor:
- (a) Where there is unsatisfactory performance of the services to be performed by the Contractor as described under articles 1.0, 3.0 and 5.1 of this Agreement;
 - (b) For any portion of the invoice which the Board disputes;
 - (c) To the extent necessary to protect the Board in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the Board; and
 - (d) As provided in article 11.1.

- 5.1 In the event of there being unsatisfactory performance by the Contractor, then the Board shall notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall

correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the Board of such deficiencies.

EXPENSES

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement.

INDEPENDENT CONTRACTOR

7.0 The Board and the Contractor agree that the Contractor is an independent contractor and not an employee of the Board, nor is the Contractor a partner with the Board.

7.1 The Board and the Contractor agree that any personnel supplied by the Contractor to the Board shall be considered employees of the Contractor and not employees of the Board.

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

8.0 The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia) and shall indemnify the Board for any amounts assessed against and paid by the Board as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.

- 8.1 The Contractor shall be responsible to deduct from the payments received from the Board, the amount, if any, of the Contractor's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

TAXES

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.
- 9.1 The Board shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the invoice.
- 9.2 In the event that the Contractor does not invoice the Board for the goods and services tax, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the goods and services tax.

INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$2,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 Such insurance shall include blanket contractual liability.

- 10.2 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.3 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The Board shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Board, its employees and agencies in the performance by the Board of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the Board or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced

shall immediately provide notice in writing to the other party of such proceedings.

TERMINATION

- 12.0 This agreement may be terminated by the HRSB at any time during the term, in whole or in part, in HRSB 's sole discretion without cause or liability to Contractor, by HRSB providing to Contractor at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.
- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board, then the Board may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the Board shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the Board being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.

- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the Board's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.
- 12.4 After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.
- 12.5 Notwithstanding the next preceding Article, the Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

Dispute Resolution

Arbitration:

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:

- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

CONFIDENTIALITY AND OWNERSHIP OF PROPERTY

14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the Board in the performance of this Agreement, shall be the sole property of the Board.

14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the Board.

COMPLIANCE WITH LAWS AND POLICIES

13.0 In performing the services under the terms of this Agreement, the Contractor and its employees shall comply with all of the Board's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.

14.1 If unfamiliar with Board policies and regulations, the Contractor shall request, review and abide by all pertinent Board policies and regulations, including but not limited to, the Code of Conduct expected of employees of the Board.

NON-ASSIGNABILITY

15.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the Board.

INCONSISTENCY

16.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

NOTICE

17.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the Board at:

To the Contractor at:

- 17.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.
- 17.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

SUCCESSORS

- 18.0 This Agreement shall enure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

CONTRACTOR

PER: _____

Witness/Seal

PER: _____

HALIFAX REGIONAL SCHOOL BOARD

PER: _____

Department Representative

PER: _____

Richard Morris, Director Finance

SCHEDULE C

VENDOR'S CHECKLIST

The following documents must be enclosed with your bid:

- Certificate of Insurance*** indicating a minimum of \$2,000,000 Commercial General Liability insurance per occurrence and Commercial Auto Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence
- Tentative Work Schedule (Timelines)*** – Subsequently, within one week of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.
- Workers' Compensation Board Letter*** of Good Standing
- Nova Scotia Construction Safety Association Certificate*** of Completion

APPENDIX "A" - DESCRIPTION OF SERVICES

1. **Description of Services to be performed by Contractor**, including any applicable standards of performance:

2. **Municipal and Legal Description of the Lands:**

3. **Term:** completion of work by , xxxx 2008

Commencement Date: On or before xxxx ,2008; Expiration Date: On or before xxxx, 2008.

4. **Invoicing:** Services are to be paid for by HRSB:

By single invoice upon completion of all Services

5. **Holdbacks:** Where contract security identified in Section 1.3 (f) has not been provided, a certified cheque, payable to the Halifax Regional School Board, in the amount of ten percent (10%) of the contract is required, which will be held until ninety (90) days after completion of the work.

6. **HRSB Project Manager:** _____

7. **Contact information:**

Contractor Information	HRSB Information
Name: _____	HRSB Representatives:
_____	Name: _____
Jurisdiction of incorporation: _____	Department: _____
Address: _____	Address: _____
_____	_____
Attention: _____	Attention: _____
Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
E-mail: _____	E-mail: _____
HST Registration #: _____	
WCB Registration #: _____	

Contractor's Initials

HRSB's Initials

APPENDIX "C" - BAS INFORMATION

School Name	System	Comments
A.J. Smeltzer Junior High	Walker	
Ash Lee Jefferson Elem	Alerton	WEBtalk
Astral Drive Elementary	Delta	ORCAweb
Astral Drive Junior High	Alerton	WEBtalk
Atlantic Memorial	Delta	ORCAweb
Auburn Drive High	Walker	V20.7 - Conversion to Alerton WEBtalk in progress
Basinview Drive Elem	Delta	ORCAweb
Beaufort School	Walker	Release 10
Beaver Bank-Monarch Drive Elem	Delta	ORCAweb
Beechville Lakeside Timberlea Elem P-2	Delta	ORCAweb
Bicentennial Jr. High	Alerton	WEBtalk
Burton Ettinger	Walker	Release 10
Caldwell Road Elem	Alerton	WEBtalk
Caledonia Jr. High	Alerton	WEBtalk
Central Spryfield School	Walker	Release 10
Chebucto Heights Elem	Walker	Release 10 - Conversion to Alerton WEBtalk in progress
Citadel High	Reliable	RC Webview
Clayton Park Junior High	Walker	Release 10
Colby Village Elementary	Alerton	WEBtalk
Cole Harbour District High	Delta	ORCAweb
Colonel John Stuart Elementary	Alerton	WEBtalk
CP Allen	Delta	ORCAweb
Cunard Junior High	Walker	Release 10
Dartmouth High School	Delta	ORCAweb
Duc d'Anville Elem	Walker	Release 10
Duncan MacMillan High	Delta	ORCAweb
Dutch Settlement Elementary	Alerton	WEBtalk
Eastern Shore District High	Delta	ORCAweb
Elizabeth Sutherland	Walker	Release 10
Fairview Heights	Walker	Release 10
Fairview Heights Annex	Walker	Release 10 - Conversion to Alerton WEBtalk in progress
Fairview Junior High	Alerton	WEBtalk
Five Bridges Junior High	Delta	ORCAweb
Flemming Tower	Walker	Release 10 - Conversion to Alerton WEBtalk in progress
Gaetz Brook Jr. High	Alerton	WEBtalk
Georges P. Vanier Junior High	Delta	ORCAweb
Gorsebrook Junior High	Delta	ORCAweb
Graham Creighton Junior High	Alerton	WEBtalk
Grosvenor-Wentworth Park	Walker	Release 10
Halifax Central Junior High	Walker	Release 10
Halifax West High	Alerton	WEBtalk
Hammonds Plains Cons	Delta	ORCAweb
Harold T. Barrett Jr. High School	Alerton	WEBtalk
Harry R Hamilton Elementary	Alerton	WEBtalk

School Name	System	Comments
Herring Cove Junior High	Walker	V20.7
Highland Park Junior High	Alerton	WEBtalk
Holland Road Elementary	Walker	V20.7
Ian Forsythe	Alerton	WEBtalk
Inglis Street Elem	Walker	Release 10
J. L. Ilsley High	Alerton	WEBtalk
John MacNeil Elementary	Delta	ORCAweb
John Martin Jr. High	Alerton	WEBtalk
John W. MacLeod Elementary	Alerton	WEBtalk
Joseph Howe Elementary	Walker	Release 10
Kingswood Elem	Delta	ORCAweb
LeMarchant-St. Thomas	Walker	Release 10
Millwood Elem	Delta	ORCAweb
Millwood High	Alerton	WEBtalk
Mount Edward Elementary	Delta	ORCAweb
Musquodoboit Rural High	Delta	ORCAweb
Musquodoboit Valley Ed Ctr	Delta	ORCAweb
Nelson Whynder Elem	Delta	ORCAweb
Oxford School	Walker	Release 10- Conversion to Delta ORCAview in progress
Oyster Pond Academy	Reliable	RC Webview
Porters Lake Elementary	Reliable	RC Webview
Prince Andrew High	Delta	ORCAweb
Robert Kemp Turner Elementary	Walker	Release 10
Rockingham Elementary	Walker	Release 10
Rockingstone Heights Elementary	Walker	Release 10
Rocky Lake Junior High	Delta	ORCAweb
Sackville Heights Junior High	Delta	ORCAweb
Sackville High	Alerton	WEBtalk
Seaside Elementary	Walker	
Shannon Park Elementary	Excel5000	
Sir Charles Tupper	Walker	Release 10 - Conversion to Alerton WEBtalk in progress
Sir John A MacDonald	Automated Logic	
Springvale Elementary	Alerton	WEBtalk
St. Agnes Junior High	Walker	Release 10 - Conversion to Alerton WEBtalk in progress
St. Catherine's Elementary	Delta	ORCAweb
St. Joseph's-Alexander McKay	Walker	Release 10
St. Mary's	Walker	Release 10
St. Stephen's Elementary	Delta	ORCAweb
Tallahassee Community	Alerton	WEBtalk
Waverly Memorial	Delta	ORCAweb
Westmount Elementary School	Delta	ORCAweb
William King Elementary	Walker	V20.7