Build NOVA SCOTIA

Business Development Opportunity

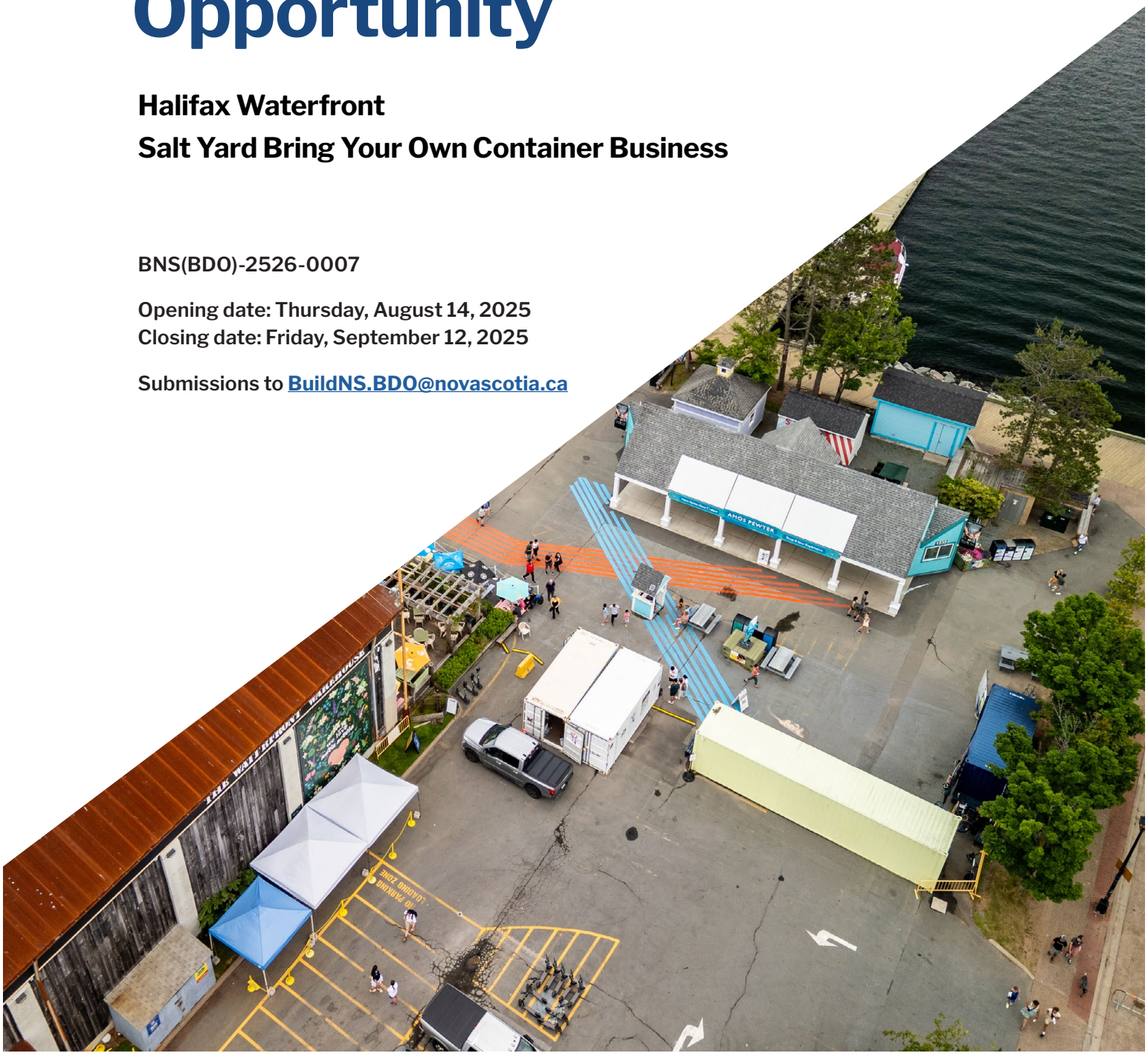
Halifax Waterfront

Salt Yard Bring Your Own Container Business

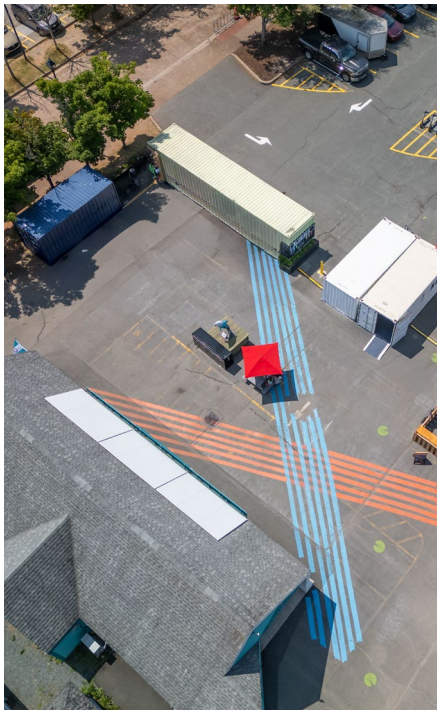
BNS(BDO)-2526-0007

Opening date: Thursday, August 14, 2025
Closing date: Friday, September 12, 2025

Submissions to BuildNS.BDO@novascotia.ca



The Opportunity



Build Nova Scotia is seeking a potential operator to bring their own modified shipping container(s) to the Salt Yard small business district to service the guests on the Halifax Waterfront. This is a unique opportunity for an operator to deliver an engaging personal transportation fleet along the waterfront, offering a range of options—such as bikes, scooters, and segways—to enhance the visitor experience.

The operator will contribute to the visitor experience by providing a business offering that is focused on authentic experiences, and fostering an urban backyard that is welcoming to all. Proposals must be emailed to **BuildNS.BDO@novascotia.ca** by 2:00 p.m. Atlantic Time on Friday, September 12, 2025. Email subject lines are to read “BNS(BDO)-2526-0007”.

Late submissions will not be accepted.

An optional site visit will be conducted on Thursday, August 28, 2025, starting at 9:00 a.m. Atlantic Time. The meeting point will be in front of the Wave (Sackville Landing) on the Halifax Waterfront.

About Build Nova Scotia

Build Nova Scotia builds and operates infrastructure to help communities thrive and support economic development. An essential element of our work is developing, building, and renewing infrastructure that keeps Nova Scotians healthy, connected, and thriving, no matter where they live.

Through our continued stewardship of the Halifax Waterfront, our work enables small businesses to start, grow, and thrive by providing partnership, support, and flexible platforms for growth.

Learn more about what we do and how we do it at **buildns.ca**.

Background

Nova Scotia's stewardship of the Halifax Waterfront includes providing platforms for high-quality local businesses to operate and grow while actively contributing to building community.

In 2017, Build Nova Scotia transformed a former surface parking lot into a small business district showcasing Nova Scotia food, products, and services. Salt Yard is a popular area on the waterfront, thanks to the increase in events and activations at the water's edge. Each year, Salt Yard continues to evolve thanks to a diversity of offerings and events like Open City and Evergreen Festival.

GUIDING PRINCIPAL

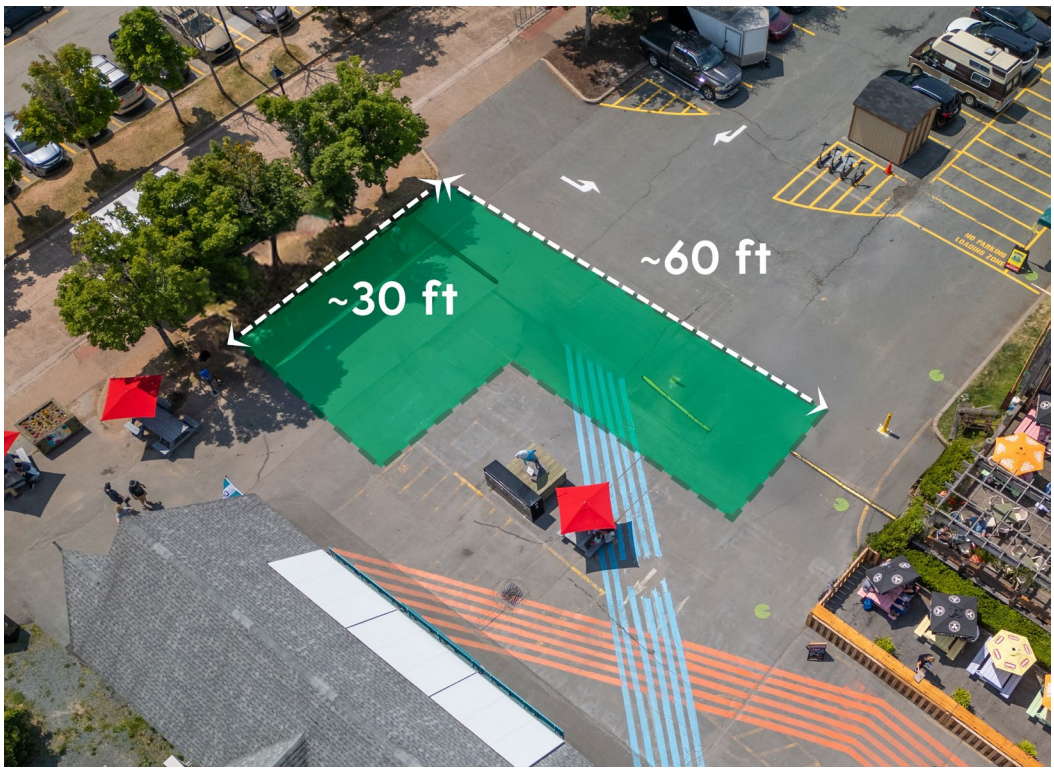
Build Nova Scotia's stewardship of the Halifax Waterfront is committed to providing platforms for local business to thrive and actively contribute to building community.

Description of the Site

The site outlined in this Business Development Opportunity (BDO) is intended to accommodate modified shipping container(s) needed to support the proposed business concept, while keeping the site footprint to a minimum. Operators must specify in their proposal the size of the container(s) required, aiming to meet expected demand from personal transportation options.

Preference will be given to a single operator capable of offering a variety of personal transportation options along the waterfront. Build Nova Scotia reserves the right, at its sole discretion, to allocate space to more than one operator if one provider cannot provide the full range of desired options.

The site comes with a base electrical service of single-phase 50-amp, which the tenant will be responsible for ensuring connection. Water is not available in this location. The successful operator is responsible for supplying the modified shipping container(s) and for all costs related to delivery and the electrical connection of the container to the service provided.



Detailed Description of the Opportunity and Desired Outcomes

Build Nova Scotia's objective through this BDO is to partner with successful operators to elevate the offering within Salt Yard while complementing the existing businesses on the waterfront and showcasing the best of Halifax through engaging personal transportation experiences.

Operators should provide a special focus on offering an authentic Nova Scotia experience that elevates the Halifax Waterfront as an urban backyard that is welcoming to all who live, work, visit, and play here.

Build Nova Scotia's goal is to maintain and enhance the Halifax Waterfront as a year-round destination with an attractive, welcoming, and safe environment for everyone. Build Nova Scotia partners with operators that share a desire to enhance the Halifax Waterfront as a vibrant destination for locals and visitors by providing an engaging and memorable experience for the public.

The term of the lease agreement for this opportunity is three (3) years, with a one (1) year renewal term, commencing on January 1, 2026. Proposals that do not meet Build Nova Scotia's outcome and deliverable requirements and our expectations will not be considered.

Should none of the proposals received satisfy Build Nova Scotia's outcome and deliverable requirements, or for any other reason, Build Nova Scotia reserves the right to terminate this BDO without award.

Operator Requirements

The Succesful Operator should:

- Provide customers with an authentic Nova Scotian experience.
- Provide a unique offering to the waterfront, featuring a range of price points and ensuring an accessible experience for all visitors.
- Provide an excellent experience for the customer with regard to product and or service quality, staff service, perceived value, consistency, and reliable hours of operation, and overall experience.
- Complement other businesses on the Halifax Waterfront.
- Generate economic activity by creating sources of employment and income.
- Employ business practices and engage in partnerships that are socially responsible and environmentally sustainable.
- Provide an opportunity for year-round public engagement by participating in off-peak-season events or extending the operating season of Salt Yard.

Process Outline and Selection Criteria

Potential operators are to submit a proposal no more than 10 pages in length. Proposals should include, and will be evaluated on, the following criteria:

Strategic Alignment (25% of overall score) – The operators Build Nova Scotia will partner with will understand what is important to Build Nova Scotia on the Halifax Waterfront and will detail how they will accomplish the Operator Requirements and Desired Outcomes detailed above. Proposals should address how the operator's values and goals align with those of Build Nova Scotia.

Business Concept (25% of overall score) – Proposals must define the operations for this site, how you propose to do it, hours of operation, and how the concept further enhances the current business offerings on the Halifax Waterfront.

Potential operators must include a detailed description of the investment and improvements they intend to make to the site to support their operation. Operators must provide a detailed site map of the space they intend to activate with their business, including container placement within the site and any assets that may be located outside of the container.

Potential operators should also provide a list of services available, along with estimated price points. Being affordable to all who visit the waterfront is important.

Business Experience (20% of overall score) – Potential operators are to describe the business experience and expertise of the proposed management team that is relevant to and will be directly involved in the proposed operation.

Potential operators should include a description of their operational capacity and capability to proceed with the proposed operation, including, but not limited to, existing staff, infrastructure, and other resources available to them.

Potential operators should describe their financial capacity to carry out the proposed business, including available equity, lines of credit, and business loans. This can include such documentation as signed letters from banking institutions.

Added Value (10% of overall score) – What unique value would you bring to the Halifax Waterfront that would elevate this initiative? This could include, but is not limited to:

- **Accessibility.** Potential operators should include a description of how their proposed operation will prevent and remove all forms of accessibility barriers within the building and their operation.
- **Sustainability.** Build Nova Scotia seeks to work with suppliers and businesses who have the knowledge and capacity to support and apply the principles of sustainability to their operations. Potential operators should describe how their operations will be delivered in a sustainable manner (e.g. considering the waterfront's international Blue Flag certification, packaging, greenhouse gas reduction, waste diversion and reduction, worker health and safety, and local economic development).
- **Social Responsibility.** Social responsibility comes in many forms. Both large and small businesses, regardless of industry, can make a big difference in their communities. Potential operators should explain how they make a social difference. This could include, but is not limited to, your respect and support for social and cultural diversity, your commitment to equity and inclusion, charitable partnerships, and community and volunteer work.
- **Creativity and Innovation.** Potential operators should clearly demonstrate how their operation is truly creative, innovative, and unique. This could include, but is not limited to, the use of kiosk space, menu diversity, innovative green technologies, and exceptional customer experience.

Financial Proposal (20% of overall score) – Submissions should include a base monthly license fee and a proposed percentage of gross sales license fee. Base monthly license fees are traditionally due May through October, with May and October being billed at 50% of the regular monthly rate. While base monthly license fees are generally not payable from November through April, operators intending to support Build Nova Scotia's year-round visitation goals are encouraged to propose financial models that deliver best value to our potential partnership.

Potential operators must provide a revenue forecast for the three (3) years of their term.

Please note, there is a minimum base monthly license fee of $1,500/month per 20ft container + HST due June – September, reduced to $750 + HST in May and October. Potential operators can choose to offer a higher base monthly license fee, but base monthly license fees less than the minimum will not be accepted. A proposed percentage of gross sales must be included in the operator's financial proposal.

Appendix B – Submission Form, Signed by an authorized organizational representative, must be included with all proposals. **See the form here.** **You can find Appendix B on pages 15-17.**

Terms and Conditions

All Build Nova Scotia **BDO terms and conditions** apply to this call for proposals. **You can find the BDO terms and conditions on pages 18-24.**

Submissions received in relation to this BDO are subject to the Freedom of Information and Protection of Privacy Act.

Form of Agreement

The form of agreement that will be used to detail the relationship between Build Nova Scotia and the Successful Operator is available **here**. This form of license is subject to change at Build Nova Scotia's sole discretion. **You can find the form on pages 10-14**.

All New Information to Respondents by Way of Addenda

This BDO may be amended only by addendum in accordance with this section. If Build Nova Scotia, for any reason, determines that it is necessary to provide additional information relating to this BDO, such information will be communicated to all respondents by addendum posted on the Build Nova Scotia website. Each addendum forms an integral part of this BDO and may contain important information, including significant changes to this BDO. Respondents are responsible for obtaining all addenda issued by Build Nova Scotia.

Post-Deadline Addenda and Extension of Submission Deadline

If Build Nova Scotia determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Build Nova Scotia may extend the Submission Deadline for a reasonable period.

Questions

Questions related to this call for proposals should be directed to:

Courtney Ordway
Business Development and Program Manager

BuildNS.bdo@novascotia.ca

VENDOR SPACE LICENSE AGREEMENT effective the ___ day of _____, 202_

BETWEEN:

BUILD NOVA SCOTIA
a body corporate, with an office in Halifax, Province of Nova Scotia
("Build Nova Scotia")

ON THE FIRST PART

- and -

LICENSEE NAME
("the Licensee") **ON THE SECOND PART**

WHEREAS Build Nova Scotia owns a portion of the Property known as the Halifax Waterfront, located at Halifax, which is more particularly described in Schedule "A" (the "Property").

AND WHEREAS Build Nova Scotia has agreed to authorize the Licensee to use that portion of the Property outlined in red on the plan annexed hereto as Schedule "B" (the "Site") for the purpose as outlined in Article 1 below, and subject to terms and conditions contained in this License Agreement and the Standard Terms and Conditions attached hereto as Appendix "A".

AND WHEREAS Build Nova Scotia issued the Business Development Opportunity BNS(BDO)-2526-001 dated MONTH, DAY, YEAR (the "BDO"), inviting submission of proposals to provide the Deliverables, as hereinafter defined;

AND WHEREAS the Licensee submitted a proposal to Build Nova Scotia dated MONTH, DAY, YEAR, (the "Proposal") in response to the BDO;

AND WHEREAS Build Nova Scotia has agreed to retain the Licensee to provide the Services and Deliverables requested in the BDO, subject to the parties entering into an agreement with respect thereto;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Licensee and Build Nova Scotia covenant and agree as follows:

1 LICENSE

1.1 Build Nova Scotia hereby grants to the Licensee, subject to the terms and conditions of this License Agreement, a license to use the Site for purposes of operating a _____ as proposed in the Proposal and for no other use or purpose.

1.2 The Licensee acknowledges and agrees that Build Nova Scotia is licensing use of the Site on an "as is" basis without representation or warranty of any nature or kind whatsoever in connection therewith.

2 CONTRACT DOCUMENTS

2.1 The following documents are incorporated by reference and form part of this Agreement: 1. Standard Terms and Conditions, 2. Schedule “A” (the Property), Schedule “B” (the Site), Schedule “C” (the BDO), and Schedule “D” (the Proposal).

3 LICENSE FEE

3.1 The Licensee shall pay to Build Nova Scotia, during the months of the Operating Season, a monthly base License Fee equal to the amounts outlined in section 3.2 of this License Agreement, to be paid in advance commencing on the 1st day of DATE and on the 1st day of each month of each Operating Season thereafter, during the Term hereof. In addition to the monthly base License Fee, the Licensee shall pay an additional percentage License Fee equal to __% of gross sales, plus applicable taxes, on the 15th day of the subsequent month to that month in which sales were recorded, commencing on the 15th day of DATE and continuing on the 15th day of each subsequent month of each Operating Season until the month after the end of the Term hereof.

3.2 Base monthly License Fees due during each Operating Season of the Term hereof.

May: $_____ + HST
June: $_____+ HST
July: $_____ + HST
August: $_____+ HST
September: $_____ + HST
October: $_____+ HST
November: $_____+ HST
December: $_____+ HST
January: $_____+ HST
February: $_____+ HST
March: $_____+ HST
April: $_____+ HST

3.3 The Licensee agrees that Build Nova Scotia has the right to review the Licensee’s financial statements to verify gross sales, and for such purpose the Licensee shall provide access and shall reasonably cooperate with Build Nova Scotia.

4 TERM

4.1 The Term of this License Agreement shall commence January 1, 2026, and expire DATE.

4.2 Operating Season: The Licensee shall commence operations at the Site no later than DATE with the option to open earlier at Build Nova Scotia’s sole discretion and shall remain in operation through DATE with the option to remain in operation later at Build Nova Scotia’s sole discretion in each year of the Term hereof.

4.3 Hours of Operation: The Licensee agrees to maintain consistent business hours sufficient in daily duration, as set forth in the Proposal, to provide convenient service to visitors to the waterfront. Build Nova Scotia may set minimum hours of operation.

5 NOTICES

5.1 Any notice required or permitted to be given under this License Agreement shall be in writing and shall be deemed to have been given to the party notified if delivered, sent by registered mail, postage prepaid or by facsimile addressed to the party at the addresses stated below:

Build Nova Scotia	**Licensee Name**
Suite 301 – 1875 Upper Water Street Halifax, NS B3J 1S9 Attention: Courtney Ordway Telephone: 902-943-4389 Email: Courtney.ordway@novascotia.ca	Address Address Attention: Telephone: Email:

6 APPLICATION OF STANDARD TERMS AND CONDITIONS

6.1 This Contract is subject to the Standard Terms and Conditions attached hereto as Appendix "A" to this License Agreement.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be executed by its duly authorized officers in that behalf the day of year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:	)	**BUILD NOVA SCOTIA**
	)	Per: _____
_____	)	Per: _____
Witness	)	
	)	**LICENSEE NAME**
	)	Per: _____
_____	)	Per: _____
Witness		

Vendor Space License Agreement
Standard Terms and Conditions

1. WHOLE AGREEMENT

1.1 These Standard Terms and Conditions, together with the License Agreement and schedules, shall constitute the whole agreement ("Agreement") between the Parties and no representation or statement not expressly contained herein shall be binding upon either Party.

2. TERMINATION

2.1 Build Nova Scotia may terminate this License Agreement:

(a) on 24 hours prior written notice to the Licensee if in the sole and absolute discretion of Build Nova Scotia the use of the Site by the Licensee may adversely interfere with that of any other permitted Licensee or potential Licensee;

(b) on six (6) months' prior written notice to the Licensee if in the sole and absolute discretion of Build Nova Scotia the use of the Site by the Licensee may adversely interfere with that of any developer or potential purchaser of the Property;

(c) without notice if the Licensee is in breach of any provision of this License Agreement ceases to use the Site, commits any act of bankruptcy, seeks the protection of any legislation against creditors or any creditor takes possession of any of its assets.

2.2 On termination of this License Agreement, the Licensee shall immediately vacate the Site, remove all Property of the Licensee, and leave the Site clean of all garbage and debris and in the same condition as at the commencement of this License Agreement. Normal wear and tear are excepted to the extent only that such normal wear and tear is not inconsistent with the proper maintenance and repair of the Site by the Licensee as herein required.

2.3 The Licensee's business may be interrupted as a result of special events. Furthermore, during special events, additional Licensees, with competing products, may be permitted to operate in the vicinity of the licensed area for the duration of the event. Build Nova Scotia will endeavor to limit vendors who directly compete with those products/services offered by the Licensee in close proximity to the Licensee's location but is not required to do so.

3. IMPROVEMENTS

3.1 The Licensee shall not nor shall it permit the making or erecting of any installations, alterations, additions or improvements on or to the Site without the prior written approval of Build Nova Scotia of the specific plans or specifications respecting such installations, alterations, additions or improvements. In addition, no signs, billboards, notice or other advertising material of any kind shall be placed on any part of the Site, or any other part of the Property or on any building or structure, or on any fence or tree on the Site or any other part of the Property without the prior written approval of Build Nova Scotia. Any structural or mechanical improvements made to the Site by the Licensee are considered the property of Build Nova Scotia upon termination of the License Agreement.

4. MAINTENANCE AND REPAIRS

4.1 The Licensee shall, at its own expense throughout the Term, repair, maintain and keep the Site and all improvements, appurtenances and equipment therein and thereon in good repair and condition, as a prudent owner would do.

5. LEGAL REQUIREMENTS

5.1 The Licensee hereby represents and warrants to Build Nova Scotia that it has satisfied and will continue to satisfy all legal requirements respecting its use of the Site, that its use of the Site will not contravene or permit others to contravene any statutes, regulations, by-laws, or orders of any duly constituted authority, and that it will otherwise comply with, and ensure its agents, employees and invitees comply with any and all such statutes, regulations, by-laws or orders.

6. INSURANCE

6.1 The Licensee shall throughout the Term obtain and maintain commercial general liability insurance satisfactory to Build Nova Scotia covering bodily injury, sickness or disease, or death of any person, Property damage, personal injury and legal liability arising from the use and occupancy of the Site and shall provide a certificate of liability to Build Nova Scotia upon request. The licensee shall add Build Nova Scotia as an additional insured. The minimum limits of coverage shall be not less than $5,000,000 in respect of each occurrence or accident.

7. ASSIGNMENT

7.1 Neither this License Agreement nor the authorization herein granted may be assigned by the Licensee to any other person without the prior written consent of Build Nova Scotia, which consent shall be at the sole and absolute discretion of Build Nova Scotia.

8. ACCESS BY BUILD NOVA SCOTIA

8.1 Build Nova Scotia shall be entitled at all reasonable times and on reasonable notice, which need not be in writing, to enter the Site for such purposes as it may consider necessary and shall not be liable to the Licensee for any disruption to the Licensee's use of the Site caused thereby.

9. BUILD NOVA SCOTIA RESPONSIBILITIES

9.1 Build Nova Scotia shall be responsible:

(a) for all taxes, duties or charges relating to the Site which are not attributable to the Licensee's use of or occupancy of the Site; and
(b) to insure any structures located on the Site, other than those constructed by the Licensee.

10. INDEMNITY

10.1 The Licensee will indemnify Build Nova Scotia and its agents and employees ("Build Nova Scotia") and save Build Nova Scotia harmless from all claims, actions, suits, damages, liabilities, costs and expenses in connection with the use of the Site or the Property by the Licensee including, without limiting the generality of the foregoing, claims, actions, suits, damages, liabilities and expenses arising from or in relation to loss of life, personal injury or damage to property occurring in, upon or at the Property, or arising from the occupancy or use by the Licensee of the Property or any part thereof, or occasioned wholly or in part by any willful or negligent act or omission of the Licensee, its agents, contractors, employees or servants, which indemnification shall survive the expiration or other termination of this License Agreement.

11. RULES AND REGULATIONS

11.1 The Licensee agrees to comply with such reasonable rules or regulations as may be established by Build Nova Scotia from time to time and delivered to the Licensee in writing.

11.2 Marketing/Advertising: The Licensee shall not engage in any type of marketing, advertising or promotion on Build Nova Scotia property outside of their Site without the express written consent of Build Nova Scotia.

11.3. Parking: The Licensee acknowledges that there is no free parking on the Property/Site or in any Build Nova Scotia parking lot.

11.4 Waterfront Merchants' Marketing Fund: The Licensee is required to participate in the Waterfront Merchants' Marketing Fund. The contribution from each Licensee to the program will be 0.5% of gross sales to be paid on the 15th day of each month during the Term hereof. The total contribution from all vendors will be matched by Build Nova Scotia.

11.5 Special Events: During special events Build Nova Scotia reserves the right to restrict or limit promotion of Licensee's supplier's goods and products which are direct or indirect competitors to the sponsors of the event.

11.6 Signage: All signage must comply with Build Nova Scotia Signage Program and is subject to Build Nova Scotia approval.

11.7 Cleanliness/Waste Management: The Licensee undertakes that no garbage, effluent or other contaminant or pollutant whatsoever shall be discharged, discarded or permitted to escape as a result of the operation of its business. The Licensee agrees to keep the Property/Site and surrounding area neat and clean, and to comply with Build Nova Scotia waste management protocols which will be defined.

11.8 The Licensee further agrees to set aside an area, within the Property/Site allocated to it, for garbage storage, and separation and to provide for removal of garbage and recyclables on a regular basis.

11.9 Hazardous Material: The Licensee agrees not to bring on to the property any material, substance, equipment or object which is likely to endanger the life of or cause bodily injury to any person or property or which is likely to constitute a hazard.

11.10 Security: The Licensee agrees that it is the Licensee's responsibility to contact local law enforcement authority and to ensure sufficient security for its property.

11.11 Interruption/Relocation: Build Nova Scotia reserves the right, at its sole discretion, to relocate the Licensee's vending location to another area of Build Nova Scotia's property at any time during the Term and during the renewal term hereunder. If during any such relocation the Licensee's business may be interrupted, the license fee meanwhile shall be adapted proportionately to the portion of the time that the Licensee's business is interrupted. The Licensee hereby acknowledges and agrees that Build Nova Scotia may during the Term of this License relocate the business premises of the Licensee, without abatement of rent.

12. UTILITIES

12.1 The Licensee shall be responsible to pay all utilities associated with its use of the Site.

13. GENERAL PROVISIONS

13.1 Time shall be of the essence of this License Agreement.

13.2 This License Agreement may only be amended by instrument in writing signed by Build Nova Scotia and the Licensee.

13.3 This License Agreement shall be governed by the laws of the Province of Nova Scotia and shall ensure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

13.4 The headings used in this Agreement are inserted for reference purposes only, and shall not affect the meaning or construction of any provision.

13.5 If any term or provision of this Agreement is found to be unenforceable or illegal, the rest of the Agreement remains in full force and effect, except that the offending term or provision is deemed to be removed from the Agreement.

13.6 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

APPENDIX B – SUBMISSION FORM

1. Operator Information

Please fill out the following form, naming one (1) person to be the operator's contact for the BDO process and for any clarifications or communication that might be necessary.	
Full Legal Name of Operator:	
Any Other Relevant Name under which Operator Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Operator Contact Name and Title:	
Operator Contact Phone:	
Operator Contact Email:	

2. Offer

The operator has carefully examined the BDO documents and has a clear and comprehensive knowledge of the Deliverables required under the BDO. By submitting a proposal, the operator agrees and consents to the terms, conditions, and provisions of the BDO, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its proposal.

3. Rates

The operator has submitted its rates in accordance with the instructions in the BDO. The operator confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The operator is deemed to have read and accepted all addenda issued by BNS prior to the Deadline for Issuing Addenda. The onus is on operators to make any necessary amendments to their proposals based on the addenda.

5. Communication with Competitors

For the purposes of this BDO, the word "competitor" includes any individual or organization, other than the operator, whether or not related to or affiliated with the operator, who could potentially submit a response to this BDO.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the operator declares that:

(a) it has prepared its proposal independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:

(i) prices;

(ii) methods, factors, or formulas used to calculate prices;

(iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;

(iv) the intention or decision to submit, or not to submit, a proposal; or

(v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the BDO; and

(b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the operator has communicated or intends to communicate with one (1) or more competitors about this BDO or its proposal, the operator discloses below the names of those competitors and the nature of, and reasons for, such communications:

_____

_____

_____

_____

_____

_____

6. No Prohibited Conduct

The operator declares that it has not engaged in any conduct prohibited by this BDO.

7. Conflict of Interest

The operator must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the BDO. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of BNS within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the operator will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the BDO.

Otherwise, if the statement below applies, check the box.

- ❑ The operator declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the operator foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the BDO.

If the operator declares an actual or potential Conflict of Interest by marking the box above, the operator must set out below details of the actual or potential Conflict of Interest:

_____

_____

_____

_____

8. Disclosure of Information

The operator hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The operator hereby consents to the disclosure, on a confidential basis, of this proposal by BNS to the advisers retained by BNS to advise or assist with the BDO process, including with respect to the evaluation this proposal.

9. Proposal Irrevocable

The operator agrees that its proposal shall be irrevocable for the Irrevocability Period specified in the BDO, running from the moment the Submission Deadline has passed.

10. Execution of Agreement

The operator agrees that in the event its proposal is selected by BNS, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this BDO in accordance with the terms of this BDO.

_____
Signature of Operator Representative

_____
Name of Operator Representative

_____
Title of Operator Representative

_____
Date

I have the authority to bind the operator.

Business Development Opportunities (BDO) Terms and Conditions

BDO Objective

BDOs are a tool by which Build Nova Scotia selects partners for a wide variety of outcomes, experiences, and or deliverables. Strategic alignment with Build Nova Scotia's mandate and best value for Nova Scotia residents and visitors will shape and define all BDOs.

BDO Format

Formal site visits are not normally compulsory. For operational reasons, Build Nova Scotia reserves the right to determine visit times (including 'open house' visits) and to restrict the number of site visits per Proponent and the number of attendees per site visit when they are scheduled and or required.

BDO responses should be submitted by completing the required schedules as identified in the BDO call. No other form of submission will be accepted.

BDO Submission Details

Proponents are to submit electronic proposals in accordance with the BDO call and Build Nova Scotia Electronic Tender Guideline. Build Nova Scotia time will be considered correct. Late submissions will be rejected.

BDO Contact

As per the BDO call, only.

Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment electronically to the BDO Contact with the "BDO title – Amendment" in the subject line. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted.

BDO Contact

At any time throughout the BDO process until the execution of a written agreement, a Proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent electronically to the BDO Contact by an authorized representative of the Proponent. Build Nova Scotia is under no obligation to return withdrawn proposals.

Selection Criteria

BDOs will be assessed by a minimum of two evaluators using the BDO Selection Criteria listed within the call. Further selection criteria may be developed and may be added as an Addendum. Proponents should ensure their submissions contain proposals which provide all the information requested in the required BDO. Failure to do so may reduce the chances of your response being shortlisted and or selected.

General Information and Instructions

BDO Incorporated into Proposal

All the provisions of the BDO are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal.

Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in the BDO call. Where information is requested in the BDO, any response made in a proposal should reference the applicable section numbers of the BDO.

Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

References and Past Performance

In the evaluation process, Build Nova Scotia may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with Build Nova Scotia.

Information in BDO Only an Estimate

Build Nova Scotia makes no representation, warranty or guarantee as to the accuracy of the information contained in the BDO or issued by way of addenda. Any quantities shown or data contained in the BDO or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the opportunity.

Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of the BDO.

Proposal to be retained by Build Nova Scotia

Build Nova Scotia will not return the proposal, or any accompanying documentation submitted by a Proponent.

No Guarantee of Volume of Work or Exclusivity of Contract

Build Nova Scotia makes no guarantee of any future contract or with the successful Proponent.

Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies.

The status of a Proponent's business registration does not preclude the submission of a proposal in response to the BDO. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful Proponent is registered and in good standing, in accordance with applicable laws.

Communication after Issuance of BDO

Proponent to Review BDO

Proponents shall promptly examine all the documents comprising the BDO, and

1. shall report any errors, omissions, or ambiguities; and
2. may direct questions or seek additional information by email to the BDO Contact up to two days before the deadline for Submissions.

No such communications are to be directed to anyone other than the BDO Contact. Build Nova Scotia is under no obligation to provide additional information and Build Nova Scotia shall not be responsible for any information provided by or obtained from any source other than the BDO Contact. It is the responsibility of the Proponent to seek clarification from the BDO Contact on any matter it considers to be unclear. Build Nova Scotia shall not be responsible for any misunderstanding on the part of the Proponent concerning the BDO or its process.

All New Information to Proponents by Way of Addenda

This BDO may be amended only by addendum in accordance with this section. If Build Nova Scotia, for any reason, determines that it is necessary to provide additional information relating to this BDO, such information will be communicated to all respondents by addendum posted on the Build Nova Scotia website. Each addendum forms an integral part of this BDO and may contain important information, including significant changes to this BDO. Respondents are responsible for obtaining all addenda issued by Build Nova Scotia.

Post-Deadline Addenda and Extension of Submission Deadline

If Build Nova Scotia determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Build Nova Scotia may extend the Submission Deadline for a reasonable period of time.

Verify, Clarify, and Supplement

During the evaluation process, Build Nova Scotia may request further information from the Proponent or third parties to verify, clarify or supplement the information provided in the Proponent's proposal. Build Nova Scotia may revisit and re-evaluate the Proponent's response or ranking based on any such information.

Award

Selection of Proponents to Execution of the Agreement

Selected Proponents will be notified via email of award and will be requested to sign an agreement.

Notification of Contract Award

Notification(s) to unsuccessful Proponents will not be provided until Build Nova Scotia has completed the final negotiations with the successful Proponent(s).

Conflict of Interest and Prohibited Conduct

Conflict of Interest

Build Nova Scotia may disqualify a Proponent for any conduct, situation, or circumstances, determined by Build Nova Scotia, in its sole and absolute discretion, to constitute a Conflict of Interest.

Disqualification for Prohibited Conduct

Build Nova Scotia may disqualify a Proponent, rescind an invitation to negotiate or terminate an agreement entered if Build Nova Scotia, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by the BDO.

Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to the BDO or any agreement entered pursuant to the BDO without consent of Build Nova Scotia, and then only in coordination with Build Nova Scotia.

No Lobbying

A Proponent shall not, in relation to the BDO or subsequent detailed proposal or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of Build Nova Scotia; submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in the BDO.

Rejection of Proposals

Build Nova Scotia may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

1. illegal or unethical conduct as described above;
2. the refusal of the Proponent to honor its submitted pricing or other commitments;
3. any conduct, situation or circumstance determined by Build Nova Scotia, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
4. Build Nova Scotia's past experience with the Proponent within the last 18 months for similar or related services

Confidential Information

Confidential Information of Build Nova Scotia

All information provided by or obtained from Build Nova Scotia in any form in connection with the BDO either before or after the issuance of the BDO:

1. is the sole property of Build Nova Scotia and must be treated as confidential;
2. is not to be used for any purpose other than replying to the BDO and the performance of the agreement for the deliverables; and
3. must not be disclosed without prior written authorization from Build Nova Scotia.

Confidential Information of Proponent

A Proponent should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Build Nova Scotia. The confidentiality of such information will be maintained by Build Nova Scotia, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Build Nova Scotia to advise or assist with the BDO process, including the evaluation of proposals.

Confidentiality of Information – Access to Information Act and Privacy Act

Build Nova Scotia is subject to the Access to Information Act and Privacy Act. Copies of the Acts are available online here. The BDO document and all information gathered during the BDO process and the subsequent project, is to be treated as confidential. Any information pertaining to employees will be subject to the provisions of the Privacy Act. The Proponent will not make public nor divulge any information or material related to the project without prior written consent of Build Nova Scotia.

Reserved Rights, Limitation of Liability and Governing Law

Reserved Rights of Build Nova Scotia

Build Nova Scotia reserves the right to:

1. make public the names of any or all Proponents;
2. request written clarification in relation to a Proponent's proposal;
3. waive minor formalities that do not constitute adherence to the BDO's submission requirements;
4. verify with any Proponent or with a third party any information set out in a proposal;
5. check references other than those provided by any Proponent;
6. disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
7. disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by the BDO;
8. amend the BDO process without liability at any time prior to the execution of a written agreement between Build Nova Scotia and a Proponent. These changes are issued by way of addendum in the manner set out in the BDO;
9. cancel the BDO process without liability at any time prior to the execution of a written agreement between Build Nova Scotia and a Proponent. A cancellation is communicated by way of addendum in the manner set out in the BDO. Build Nova Scotia may in its sole discretion issue a new BDO for the same or similar deliverables;
10. reject any or all proposals; and
11. these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

Limitation of Liability

By submitting a proposal, each Proponent agrees that:

1. neither Build Nova Scotia nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
2. the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of Build Nova Scotia's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.