



# Business Development Opportunity

## Peggy's Cove Retail Opportunity deGarthe Studio and deGarthe Garage

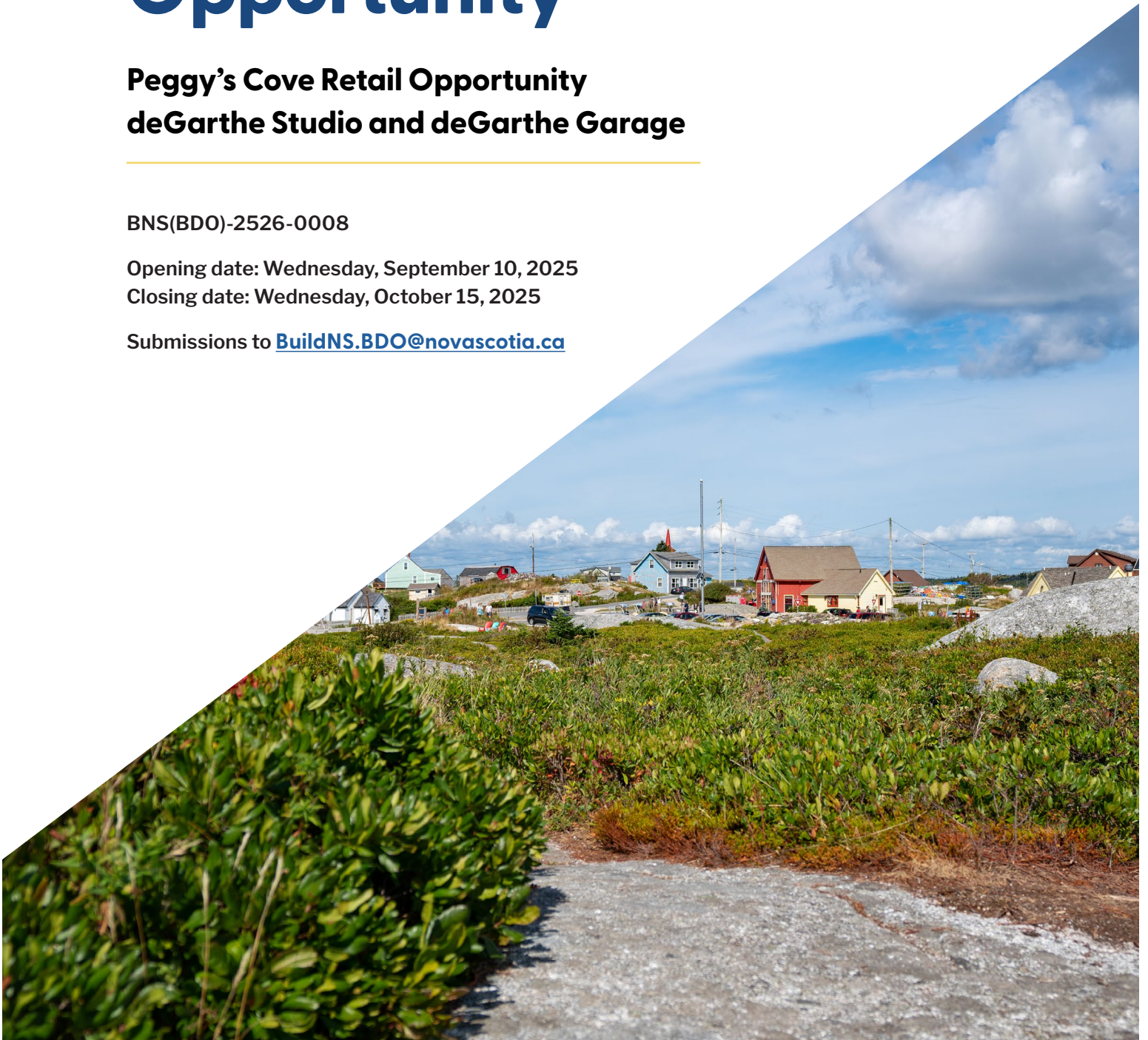
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BNS(BDO)-2526-0008

Opening date: Wednesday, September 10, 2025

Closing date: Wednesday, October 15, 2025

Submissions to [BuildNS.BDO@novascotia.ca](mailto:BuildNS.BDO@novascotia.ca)



## The Opportunity

Build Nova Scotia is seeking operators who are local artists, makers, and craftspeople to submit proposals to operate the deGarthe Studio at 111 Peggy's Point Road and the deGarthe Garage at 104 Peggy's Point Road in Peggy's Cove. Proposals should focus on operating the retail/studio spaces as a mix of art gallery and retail space, providing a location for the production, display, and sale of quality local, hand-crafted products that represent the natural and/or cultural identity of Peggy's Cove and Nova Scotia.

Proposals must be emailed to [BuildNS.BDO@novascotia.ca](mailto:BuildNS.BDO@novascotia.ca) by 2:00 p.m. Atlantic Time on Wednesday, October 15, 2025. Email subject lines are to read "**BNS(BDO)-2526-0008**". Late submissions will not be accepted.

An optional site visit will be conducted on **October 1, 2025, starting at 9:00 a.m.** Atlantic Time. The meeting point will be in front of the deGarthe Studio, 111 Peggy's Point Road in Peggy's Cove.

## 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 Build Nova Scotia owned properties in Peggy's Cove, 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](https://buildns.ca).



Site A - deGarthe Studio

## Background

Peggy's Cove is one of Nova Scotia's most magnetic attractions, an active fishing village, and home to year-round residents. The unique coastal experience receives national and international recognition and high levels of visitation. With expansive granite rocks, bold coastline, crashing waves, and a historic lighthouse, Peggy's Cove exemplifies the quintessential Nova Scotia that visitors love, and residents cherish.

Build Nova Scotia worked in collaboration with the community of Peggy's Cove to complete a comprehensive master plan and to execute the implementation of a first phase of infrastructure improvements that were informed by the master planning process. Given the unique identity of Peggy's Cove as both a tourism icon and living community, and the significant challenges caused by its popularity, this work has been focused on balancing several important priorities of the living community, active fishing village, and those of the many visitors attracted to Peggy's Cove. This work aims to support community sustainability while also creating platforms for increased economic activity and a business case for private investment in and around the village.

Learn more about our work with the community of Peggy's Cove [here](#).

**Build Nova Scotia's partnership and collaboration with the community of Peggy's Cove has been essential to ensure we are planning with, and for, the community—and that we are guided by the community's vision for the future.**



## Site A – deGarthe Studio

This modest fish-store-style building was used for many years as **William deGarthe's** art studio. deGarthe, originally from Finland, came to Canada in 1926 and eventually took up residence in Peggy's Cove. He focused on marine painting, incorporating both the stark coastline and the people who live and work here into his art. During this time, deGarthe created, displayed, and sold much of his work out of small studio buildings, including the building that is the subject of this BDO. Following his death in 1983, his wife Agnes continued the sale of prints from the studio building.

Build Nova Scotia's planning work with the community identified much needed improvements of the historic deGarthe properties as an important aspect of preserving community history. Now owned by the Province, the deGarthe Studio was repaired and restored in 2020-2021 as part of provincial investment in infrastructure improvements in Peggy's Cove. Additional work in this area of the village includes a new common space that includes new public washrooms, sidewalks, and a boardwalk. This work contributes to revitalizing the heart of the village—creating a common space for community and visitors to gather and to support new community and commercial opportunities.

The deGarthe Studio is an approximately 729 square foot (27 feet x 27 feet) timber-framed historical studio. Nestled in the heart of the Peggy's Cove community, it sits immediately between the boardwalk along the edge of Peggy's Point Road and the inlet of Peggy's Cove Harbour, overlooking the community's working harbour (also known as the head of the Cove).

Restoration was designed for seasonal occupancy and included a new roof, new windows, new entrance doors, new electrical wiring and interior lighting. There are several 15-amp outlets arranged around the perimeter of the interior. Any further wiring or electrical fit-up would be the sole responsibility of the successful operator(s).

## Site B – deGarthe Garage

The deGarthe garage is approximately 625 square feet (25' x 25') timber-framed space retail space with plenty of natural light. Located on Peggys Point Road, it sits across the street from the newly built boardwalk and public washrooms. The Garage is ideally located next door to the large public parking lot at the Visitor Information Centre. This prime location attracts thousands of visitors daily during peak season. The building has been renovated recently and features shiplap interior walls, modern vinyl floors, painted exterior cedar shake siding, and two large patio style doors that open to the street creating a welcoming space.

## Detailed Description of the Opportunity and Desired Outcomes

Build Nova Scotia's objective through this BDO is to partner with operators to deliver an art gallery and retail experience focused on offering locally-made products for residents and visitors of Peggy's Cove. The Opportunity provides a space where operators can create, showcase, and sell their hand-crafted products, ideally allowing visitors to engage with the artists themselves in some way and potentially observe the products at some stage of their creation. Operations should also create opportunities for employment and contribute to engagement and memorable experiences for locals and visitors.

Given the seasonal operating parameters of this opportunity, the successful operators will be required to follow a minimum operating season, starting no later than May 15 and remaining in operation through to October 15 in each year of the term of the agreement. Operators are allowed to commence operations earlier and remain in operations later if desired.

The minimum term of the lease agreement for this opportunity is **three (3) years** commencing on **January 1, 2026**.

Proposals that do not meet Build Nova Scotia's outcome and deliverable requirements and 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.



Site B - deGarthe Garage

## Operator Requirements

The proposed operators must:

- Operate a high-quality business focused on locally-made art and craft products that provide visitors to Peggy's Cove with authentic products and experiences.
- Encourage the production and sale of Nova Scotian products.
- Provide a unique offering to the Cove, 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, consistent hours of operation, and overall experience.
- Compliment other permanent and seasonal businesses in Peggy's Cove.
- Generate economic activity by creating sources of employment and income.
- Employ business practices and engage in partnerships that are socially responsible and environmentally sustainable.



## Process Outline and Selection Criteria

Potential operators are to submit a proposal no more than 10 pages in length applying for one of the Sites listed above. 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 in Peggy’s Cove 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 which site they would like to operate out of the operations proposed for this site, how they propose to do it, hours of operation, and how the concept further enhances the current business offerings in Peggy’s Cove.

Potential operators must include a detailed description of the investment and improvements they intend to make to the space to support their operation.

Potential operators should also provide a list of items they intend to sell, along with estimated price points. Being affordable to all who visit 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 Peggy’s Cove 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 own operations. Potential operators should describe how their operations will be delivered in a sustainable manner (e.g. 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 include the ways in which their operation is truly creative, innovative, and unique. This could include, but is not limited to use of studio space, locally-made art that is for sale, innovative green technologies, and 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 not normally payable 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 + HST per month (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 page 16.](#)

## 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 20.](#)

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 selected operators 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.](#)

## 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 of time.

## Questions

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

**Courtney Ordway**  
Business Development and Program Manager

[BuildNS.bdo@novascotia.ca](mailto:BuildNS.bdo@novascotia.ca)

# Vendor Space License Agreement and Terms

**VENDOR SPACE LICENSE AGREEMENT** effective the \_\_\_\_ of \_\_\_\_\_

**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 operates a portion of the Property known as Peggy's Cove, 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 (BDO) BNS(BDO)-2526-0008 dated \_\_\_\_\_, (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 \_\_\_\_\_ (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 \_\_\_\_\_ 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 \_\_\_\_\_ and on the 1<sup>st</sup> 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 15<sup>th</sup> day of the subsequent month to that month in which sales were recorded, commencing on the \_\_\_\_\_, and continuing on the 15<sup>th</sup> 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: No base monthly license fee

December: No base monthly license fee

January: No base monthly license fee

February: No base monthly license fee

March: No base monthly license fee

April: No base monthly license fee

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 \_\_\_\_\_ and expire \_\_\_\_\_.

4.2 Option to Renew: Build Nova Scotia may, at its sole discretion, offer the Licensee \_\_\_\_\_ Renewal Terms of \_\_\_\_\_ each commencing on \_\_\_\_\_, and on \_\_\_\_\_ (the “Renewal Terms”). During the Renewal Terms all terms and conditions of this License Agreement shall remain in effect.

4.3 Operating Season: The Licensee shall commence operations at the Site no later than May 15<sup>th</sup> with the option to open earlier at Build Nova Scotia’s sole discretion and shall remain in operation through October 15<sup>th</sup> with the option to remain in operation later at Build Nova Scotia’s sole discretion in each year of the Term hereof.

4.4 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



# 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 no 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 improvements to the Site as and when requested by Build Nova Scotia, 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 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.

### 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: In the event that Build Nova Scotia establishes a Waterfront Merchants' Marketing and Promotion Fund, the Licensee shall be required to participate in such program by paying to Build Nova Scotia an additional percentage license fee equivalent to 0.5% of the Licensee's gross sales plus applicable taxes as the Licensee's contribution to the Waterfront Merchants' Marketing and Promotion Fund. Waterfront Merchants' Marketing and Promotion Fund contribution payments are to be paid at the same time as Percentage License Fees, the 15<sup>th</sup> day of the month following the month in which the sales occurred.

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 enure 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

## 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:

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### **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:

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### 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.

# BDO Terms and Conditions

## **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

## **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.