



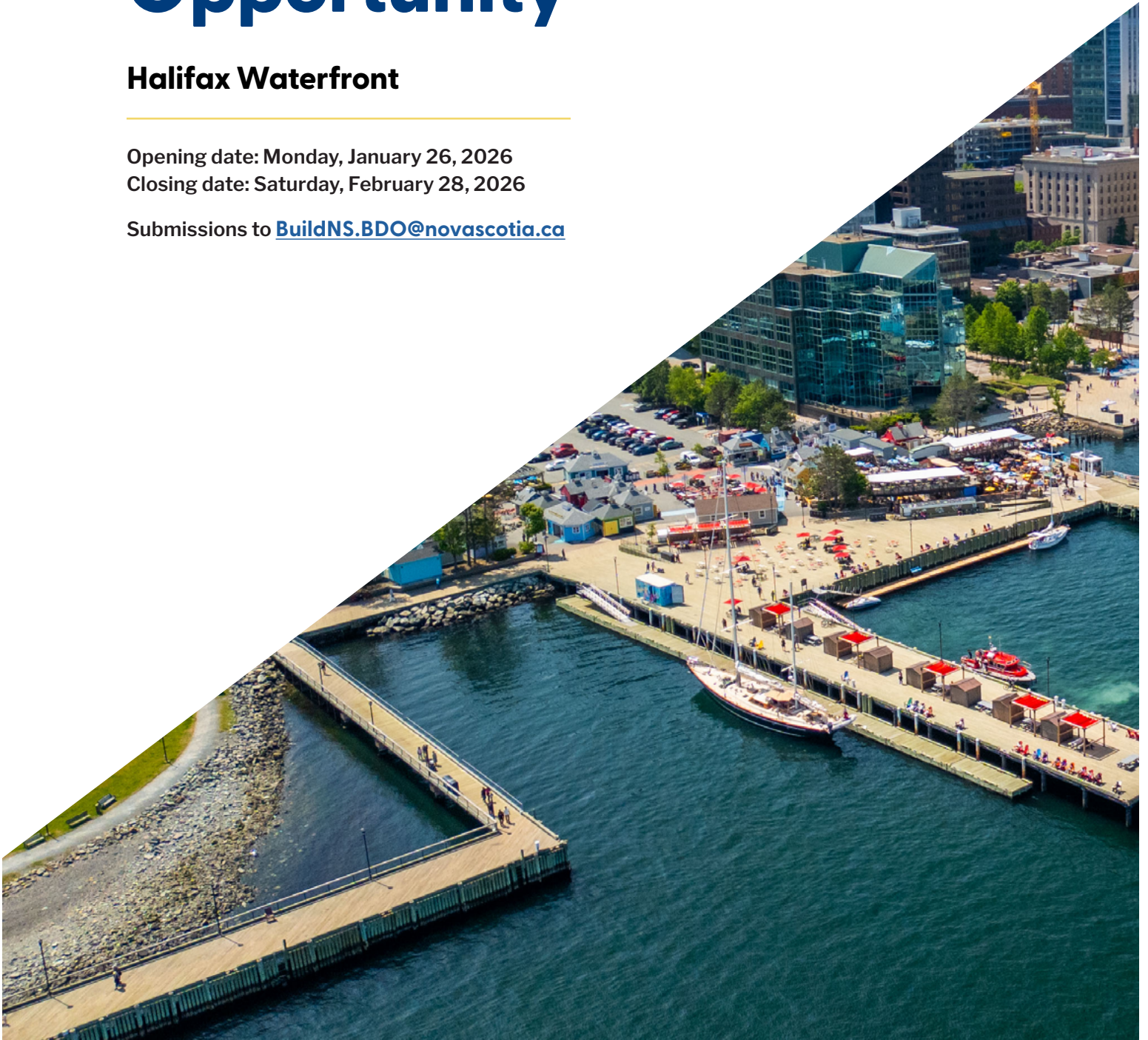
Small Business Pop-Up Opportunity

Halifax Waterfront

Opening date: Monday, January 26, 2026

Closing date: Saturday, February 28, 2026

Submissions to BuildNS.BDO@novascotia.ca



The Opportunity

Build Nova Scotia is seeking several local operators to “Pop-Up” their retail businesses in modified shipping containers for a one-week vending opportunity within Salt Yard on the Halifax Waterfront.

The Salt Yard business district opened in 2017 and has become one of the most visited areas along the Halifax Waterfront. Salt Yard is now home to over 25 small, seasonal businesses and is a popular venue for community events and activations. These additional pop-up opportunities intend to help further Salt Yard’s natural growth by providing new, flexible platforms for small local businesses.

The purpose of the Small Business Pop-Up Opportunity is to:

- Allow local makers, crafters, and small businesses the opportunity to use Build Nova Scotia infrastructure in a manner that complements traditional business development processes;
- Increase locally made and sourced retail service offerings for all those visiting the Halifax waterfront; and
- Enhance the experience that our visitors have during their adventure here at the water’s edge.



About Build Nova Scotia

One of the key components of Build Nova Scotia is to develop and oversee opportunities that unlock sustainable, inclusive, and diverse economic growth by transforming our province's lands and properties. This unlocked potential will help drive our economy forward and support our entrepreneurs and businesses—improving the quality of life for all Nova Scotians.

An essential element of this work is providing new and renewed 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

Salt Yard on the Halifax Waterfront is home to several kiosks and businesses. This seasonal small business district opened in 2017 and has become one of the most popular areas visited in Halifax during the summer season. Build Nova Scotia transformed a former asphalt parking lot into this seasonal small-business district, showcasing Nova Scotian food, products, and services at the popular Halifax Waterfront destination.



GUIDING PRINCIPLE

Build Nova Scotia's management of the Halifax Waterfront supports local business growth while strengthening the surrounding community.



Detailed Description of Opportunity

This retail opportunity is unique among others at Salt Yard, allowing local operators to pop up and vend for one week at a time, testing the waters of operating a retail location on the Halifax Waterfront. Build Nova Scotia has modified two 20-foot shipping containers (6 meters), named the “Pop Can” and the “Coastal Can”, strategically located adjacent to each other to support participating pop-up operators.

The shipping containers are located between Salt Yard and Foundation Place boardwalk extension (see the yellow arrow below).



- Build Nova Scotia will supply the modified shipping containers and all costs related to the electrical connection to it.
- There is no water service to the containers.
- The containers include a service desk and a slated wall with several wall-hung shelves and hanging rods, and one freestanding shelf with four tiers. Operators will be responsible for setting up any other shelving and tables required to operate.
- The containers are not approved for food preparation or cooking, however, could be used to sell pre-made and pre-packed foods in addition to other retail items or services.
- The containers are not approved for alcohol sales.

The minimum term of the license agreement for these opportunities is one week, from Tuesday at 10:00 a.m. (Coastal Can) 11:00 a.m. (Pop Can) until the following Tuesday at 9:00 a.m., which includes setup and teardown of the space. Operators are expected to be open for business from Wednesday-Monday, using Tuesday as a setup and teardown day (and optional vending day if time allows). This is not exclusively a weekend opportunity - operators are expected to be open for business daily. This opportunity will run from Tuesday, May 12, 2026, to Monday, October 12, 2026.

Through the submission process detailed below, Operators can pre-qualify to operate within the Small Business Pop-Up Opportunity. Build Nova Scotia will randomly draw names from the pre-qualified pool of Operators and contact Operators with their dates for vending should their name be drawn by the end of April 2026. Operators may be contacted after April 2026 to participate should cancellations or openings occur mid-season.

Operators can lose their pre-qualified status in the draw due to past performance. Examples include failure to open and keep regular hours, or for declining the opportunity to participate two consecutive times. There will be a base license fee of \$300 per week to vend from the container, plus 5% of gross sales. Build Nova Scotia requires operators to provide a weekly sales report based on gross sales by day, by the Friday immediately following the week in which sales were recorded. Operators will be required to sign a license agreement. Please refer to the [Licensing Agreement](#) on page 7 for more details.

Evaluations will commence on March 2nd and will end on April 30th 2026 or when all pop-up periods are full.



Submissions

Operators are invited to submit an application electronically via the [online form](#).

Applications shall be retained (in-season only) in case additional spaces open within this program framework.

Before an operator is accepted, a Form of Agreement must be signed with Build Nova Scotia. Build Nova Scotia may decline applications if the business does not fit within the operating specifications (detailed in the Description of Opportunity) of the opportunity, such as requiring utilities that are not available on site or does not fit within Build Nova Scotia's values and strategic alignment.

Submission Deadline

The submission deadline for this opportunity is **February 28 2026 at 5:00 p.m. (AST)**.

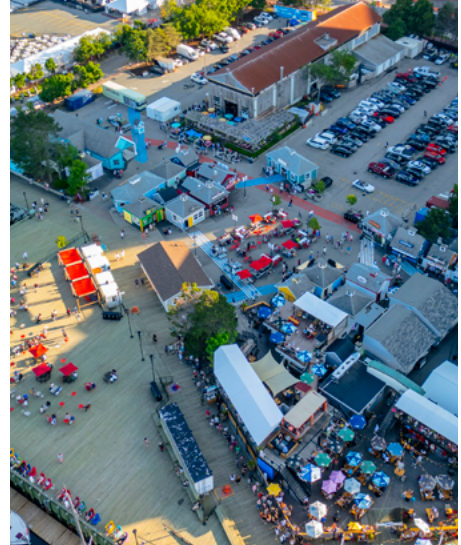
Terms and Conditions

All [Build Nova Scotia BDO Terms and Conditions](#), which can be found on page 13, apply to this call for proposals.

Questions?

Questions related to this guideline should be directed to:

Sabrina DiMattia
Property Coordinator
Sabrina.DiMattia@novascotia.ca
902-719-7090



Vendor Space License Agreement and Terms

VENDOR SPACE LICENSE AGREEMENT effective the _____

BETWEEN:

BUILD NOVA SCOTIA

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

- and -

("the Licensee")

ON THE FIRST PART

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 Small Business Pop-Up Opportunity dated March 3, 2025, (the "BDO"), inviting submissions to operate a retail vending operation, 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 operate the retail vending opportunity as per the requirements of the BDO and as described in the Proposal, 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 retail operation 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 base License Fee of \$300.00 + applicable taxes per week, to be paid in advance of the first day of the Term. In addition to the base License Fee, the Licensee shall pay an additional percentage License Fee equal to 5% of gross sales, plus applicable taxes, on the Friday immediately following the last day of the Term hereof.

3.2 The Licensee shall provide to Build Nova Scotia a report outlining daily gross sales which occurred during the Term of this License Agreement no later than the Friday immediately following the expiration of the Term.

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 _____, at 11:00am and expire at 9:00am on _____.

4.2 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

Suite 301 – 1875 Upper Water Street
Halifax, NS B3J 1S9
Attention: Sabrina DiMattia
Telephone:
Email: sabrina.dimattia@novascotia.ca

LICENSEE

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

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: 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 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.

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.