



Business Development Opportunity

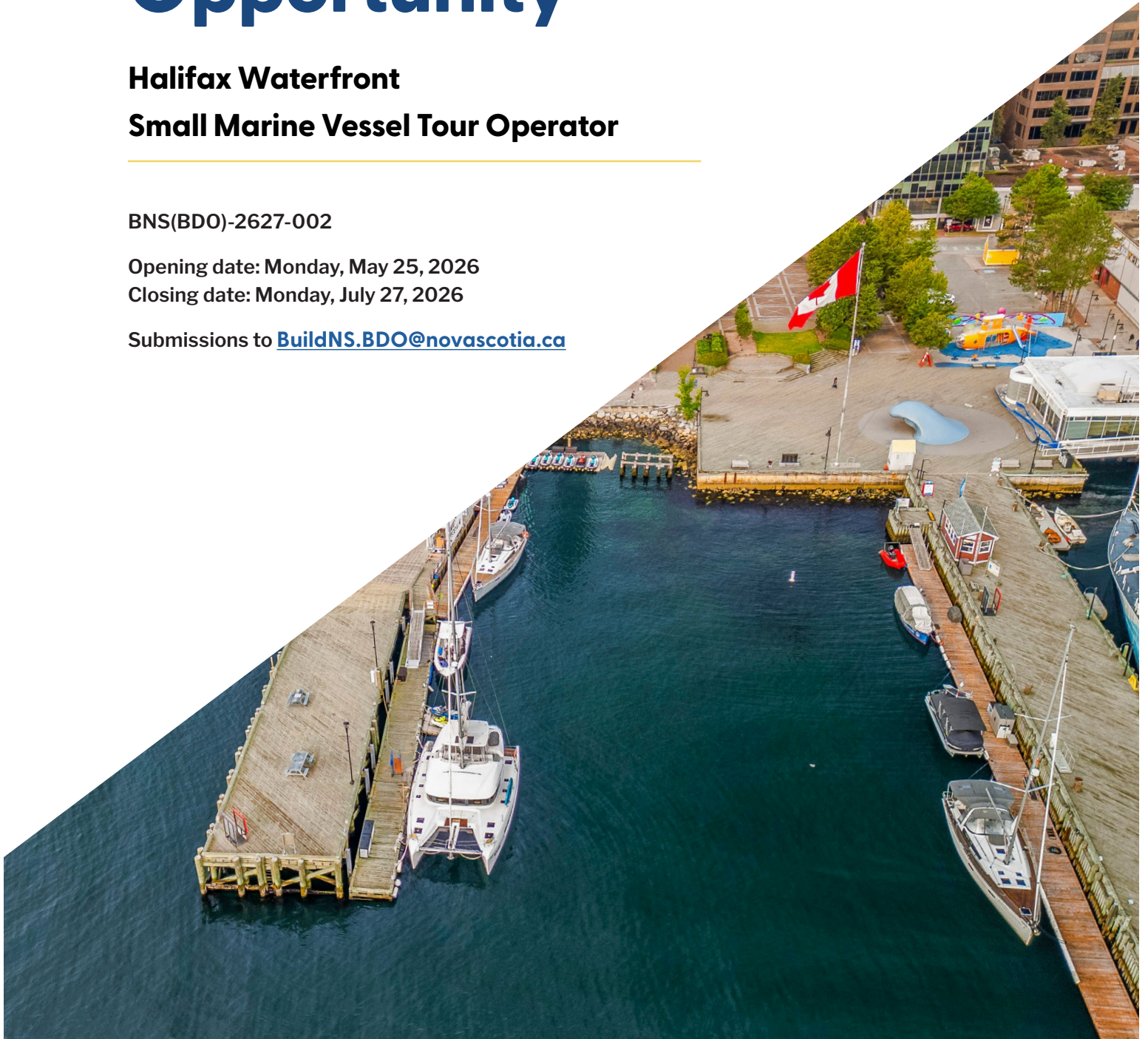
Halifax Waterfront Small Marine Vessel Tour Operator

BNS(BDO)-2627-002

Opening date: Monday, May 25, 2026

Closing date: Monday, July 27, 2026

Submissions to BuildNS.BDO@novascotia.ca



The Opportunity

Build Nova Scotia is seeking qualified marine-based tour operators to deliver high-quality excursion experiences that showcase the unique character of Halifax Harbour. These experiences should appeal to both residents and visitors while highlighting the vibrant activity and natural beauty of the Halifax Waterfront.

This opportunity is intended for operators interested in engaging with the millions of people who visit the waterfront each year and in contributing to the continued growth of Nova Scotia's marine tourism sector. Through compelling and memorable on-water experiences, successful proponents will help promote Halifax Harbour and Nova Scotia as a premier destination within Canada's ocean playground.

Proposals must be emailed to BDO@buildns.ca by **2:00 p.m. Atlantic Time on Monday, July 27, 2026**. Email subject lines must read "BNS(BDO)-2627-002". Late submissions will not be accepted.

An optional site visit will be conducted on Thursday, June 4, 2026, starting at 10:00 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 succeed by providing partnership, support, and flexible platforms for growth.

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

Guiding Principal

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



Description of the Site

There are four berthing sites available through this BDO for operator proposals. These are identified as Locations A, B, and F, each measuring 60 feet (ft) in length, and Location D, which measures 70 ft and 65 ft in a corner orientation.

Operators must specify in their proposal which berth(s) they are applying for, ranked in order of preference from one to four. Proponents must also indicate the number of linear feet required to operate their business. Operators may apply for a single berth, or multiple berths. However, proponents should note that Build Nova Scotia is not able to offer continuous dock space exceeding the linear footage identified above.

Operators are expected to utilize the requested dock space in a manner that does not conflict with existing operations or other operators. This includes vessel maneuvering, docking line configuration, and customer interaction with the berth area. Freshwater access and 20-amp shore power will be available at the docks.

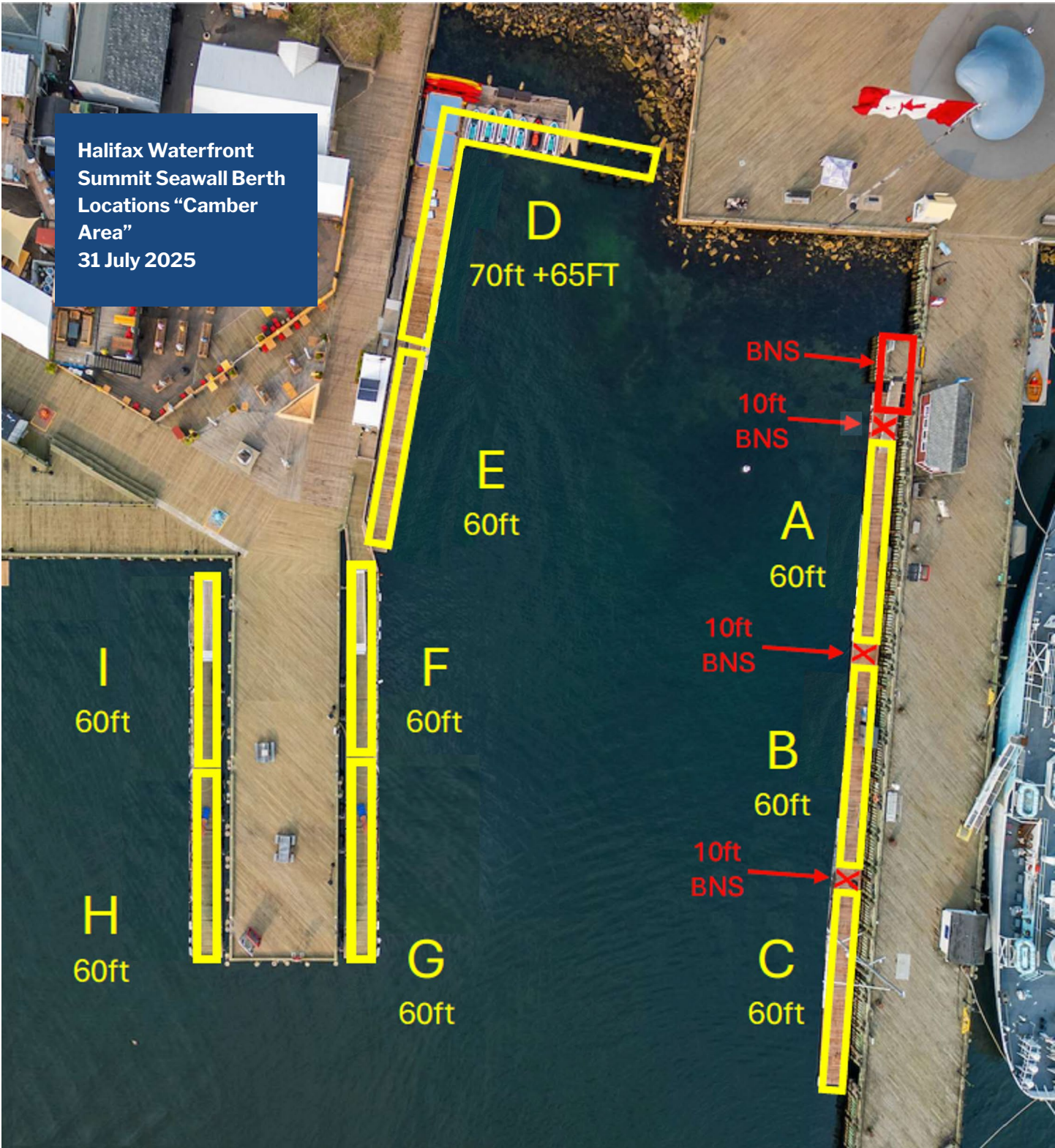
Images and a site map of the berthing locations are provided on page five of this BDO. Access to each floating dock is via a single gangway, which is shared with other operators located at the docks. Space on the floating docks for additional equipment or materials is limited. Operators should clearly identify any requirements for the placement of items such as fenders, storage crates, or other operational equipment within their proposal. Water depths at both locations exceed 3.5 metres at low tide.

Please note that shore-side space is not included as part of this opportunity. Operators requiring shore-side space to support their operations (for example, a ticket booth) should outline these needs in their proposal for Build Nova Scotia's consideration. Build Nova Scotia makes no guarantee that shore-side space will be available to any operator.

Any required site improvements, fit-up, additional equipment, infrastructure, etc. are the sole financial responsibility of the successful operator(s) and are subject to prior review and written approval by Build Nova Scotia.

Any damages to site infrastructure, such as timber pilings, floating wharves, fendering, etc. which are deemed by Build Nova Scotia to be caused by or the result of the respondent's operation during the duration of the lease term, are to be professionally repaired at the respondent's expense prior to the termination of the lease.

Halifax Waterfront
Summit Seawall Berth
Locations "Camber
Area"
31 July 2025



Desired Outcomes

Build Nova Scotia's objective through this BDO is to expand marine offerings on the Halifax Waterfront and support the continued growth of marine tourism in Nova Scotia. Successful operators will deliver marine-based services that enhance the overall waterfront experience and, in Build Nova Scotia's discretion, appropriately complement existing waterfront businesses. Build Nova Scotia recognizes that, in some cases, complementary offerings may include elements that overlap with existing services. Build Nova Scotia will permit such offerings where it determines that they support a vibrant and diverse marine offering.

Marine tenants operating in 2027 are:

- **J Farwell Sailing**
- **Tiki Tours**
- **Ambassatours**

Build Nova Scotia seeks to partner with operators who share a commitment to enhancing the Halifax Waterfront as a vibrant destination for residents and visitors alike by delivering engaging, memorable, and safe experiences. Proponents should consider how their business will contribute to creating a positive and memorable experience for both their customers and the broader public visiting the waterfront.

The minimum term of the lease agreement for this opportunity is two (2) years, with the option of two (2) additional (1) one-year renewal terms.

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

Process Outline and Selection Criteria

Potential operators are to submit a proposal of no more than 10 pages in length.

Build Nova Scotia reserves the right to assign berthing sites to the successful operators at its sole discretion. Potential Operators are asked to submit a proposal listing the berthing sites in order from first preference to last with the total linear feet required to operate their business.

Operator Requirements - The Successful Operator(s) must:

- Be successfully enrolled in the Small Vessel Compliance Program (SVCP) (through Transport Canada) and possess SVCP decal(s) for their watercraft.
- Install, maintain and operate Class A International Maritime Organization (IMO) compliant Automatic Identification Systems (AIS) on their vessels when appropriate and/or as required for their vessel class by Transport Canada Marine Safety and Security (TCMSS).
- Comply with all associated Transport Canada Marine Safety and Security rules and regulations.

Strategic Alignment (20% of overall score) – The operators that 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 Desired Outcomes detailed above. Proposals should:

- Provide a clear and intentional strategy for presenting Nova Scotia as an authentic coastal destination, ensuring the marine experience meaningfully reflects the province's culture, communities, and maritime heritage. **(5 points)**
- Demonstrate a clear approach to delivering an exceptional on-water visitor experience through high-quality vessels and equipment, safe and professional operations, knowledgeable and welcoming crew interactions, and strong perceived value for guests. **(5 points)**
- Outline a clear approach for ensuring the marine tourism concept complements and enhances the existing tourism, recreational, and visitor experiences offered along the Halifax Waterfront. **(5 points)**
- Describe a clear commitment to showcasing Nova Scotia through the experience, including partnerships with local businesses, and the promotion of Nova Scotian products, food, beverages, or other locally made goods where appropriate. **(5 points)**

Business Concept (30% of overall score) – Operators should provide a clear description of their business and how it will operate. Proposals should:

- Clearly define an operational plan outlining the proposed marine tourism activities, and day-to-day operations. Proponents must demonstrate how their operation will function within the proposed dock space and floating dock configuration without interfering with existing waterfront operators or harbour traffic. **(7 points)**
- Provide details for all vessels proposed for the operation, including vessel type, size, passenger capacity, draft, age, condition, propulsion type, and onboard safety equipment. Proponents must also submit a safety plan outlining passenger safety procedure, crew roles, emergency response protocols (e.g., man overboard, medical emergencies, fire, severe weather), and vessel maintenance and inspection practices. **(10 points)**
- Provide a business concept that aligns with the Desired Outcomes of the BDO and supports a diverse and engaging waterfront marine offering. Proponents must clearly outline the tours, charters, excursions, or other on-water experiences being proposed, including a detailed list of services and experiences. Proposals must include clearly defined public pricing and demonstrate a commitment to maintaining accessible and affordable price points for visitors throughout the lease term. **(8 points)**
- Provide proposed hours of operation, including seasonality and frequency of vessel departures. Proponents should demonstrate how their schedule contributes to a vibrant and active waterfront experience while maintaining reliable and consistent service during peak visitor periods. **(5 points)**



Business Experience and Capacity (20% of overall score) – Operators should describe their business experience that is relevant to the proposed operation in addition to their capacity to deliver and maintain the business. Proposals should:

- Demonstrate strong and directly relevant business experience of the owners in addition to the management team roles, qualifications, and involvement in the proposed operation. **(5 points)**
- Clearly demonstrate strong operational capacity, including staff plan, appropriate infrastructure, systems, and resources available to them at a high-level to proceed with the business. **(7 points)**
- Demonstrate financial capacity through clear evidence of available equity, financing and documentation. (e.g., letters from financial institutions) **(8 points)**

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

- **Accessibility and Inclusive Options:** Potential operators should include a description of how their business will prevent and remove accessible barriers and demonstrate inclusive processes and options **(2.5 points)**
- **Sustainability:** Build Nova Scotia seeks to work with suppliers and businesses that 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. using propulsion methods other than standard combustion engines, considering the waterfront's international Blue Flag certification, packaging, greenhouse gas reduction, waste diversion and reduction, worker health and safety, and local economic development). **(2.5 points)**
- **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. **(2.5 points)**
- **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 space, tour diversity, technology, and customer experience. **(2.5 points)**

Financial Proposal (20% of overall score) – Submissions should include a base monthly license fee and a proposed percentage of gross sales license fee. Each submission is required to include a per-month base rent, to be proposed by the operator, regardless of sales achieved. Please note that there is a minimum base rent of \$17.00 + HST per linear foot per month. Operators can choose to offer a higher base monthly rent to score higher on their Financial Proposal, but operators cannot offer less than the minimum base rent. In addition to monthly base rent, operators must submit a proposed percentage of sales which, together with the base rent, will comprise the total proposed monthly rent payable to Build Nova Scotia.

Potential operators must provide a revenue forecast for the first two (2) years of their term. Unreasonable sales forecasts may be leveled using relevant historical sales data at Build Nova Scotia's sole discretion.

Financial proposals will be evaluated using a comparative scoring model. The proposal with the highest total financial offer will receive the maximum available points. All other proposals will be scored proportionally by dividing their total financial offer by the highest offer and awarding the corresponding percentage of points.

Proposals that do not meet Build Nova Scotia's outcome and deliverable requirements and or expectations will not be considered. Proponents who do not meet a minimum threshold of 65% will not be considered.



Appendix B – Submission Form

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 19.](#)

Terms and Conditions

All Build Nova Scotia [BDO terms and conditions](#) apply to this BDO
[You can find the BDO terms and conditions on page 23.](#)

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 on pages [12-18](#). This form of license is subject to change at Build Nova Scotia's sole discretion.

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 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 found at the [following link](#).

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 and Terms

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 _____, 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:

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.
- (d) on six (6) months' written notice to the Licensee in the sole and absolute discretion of Build Nova Scotia.

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.

14. DEFAULT

14.1. If the Licensee breaches or defaults on any term of the License Agreement, Build Nova Scotia shall notify the Licensee of the default or breach ("Default Notice") requesting that the Licensee remedy the default or breach within five (5) business days of receipt of the Default Notice (the "Cure Period").

14.2 If the Licensee breaches or defaults on any term of the License Agreement and such breach or default is not cured within the Cure Period, Build Nova Scotia may exercise any or all of the following rights and remedies in addition to all other rights and remedies available to Build Nova Scotia at law or in equity:

- (a) On written notice, Build Nova Scotia may terminate the License Agreement and enter

the Site. If the License Agreement is terminated, Build Nova Scotia may also remove all property of the Licensee at the Licensee's expense.

- (b) Build Nova Scotia may enter the Site without terminating the License Agreement and may (but is not obligated to) remedy the breach or default at the Licensee's expense. The Licensee must pay Build Nova Scotia back for any costs associated with remedying the breach or default. Build Nova Scotia will not be liable for any damages resulting from entering the Site and remedying the default or breach (unless caused by the gross negligence of Build Nova Scotia).
- (c) Build Nova Scotia may re-enter the Site without terminating the License Agreement and may sub-license the Site on the Licensee's behalf. Any rental payments made to Build Nova Scotia from any sub-licensee will be first applied to any costs or expenses incurred by Build Nova Scotia in relation to the License Agreement and sub-license agreement, and will then be applied to the Licensee's unpaid rent. The Licensee must pay any shortfall. Build Nova Scotia may make any necessary changes to the Site for the purposes of the sub-license and in doing so acts as the Licensee's legal agent.
- (d) Build Nova Scotia may continue the License Agreement in effect after the Licensee's breach and recover all rent or other payments as they become due. Build Nova Scotia may bring suit for the collection of rents and/or any damages and expenses resulting from the Licensee's default without entering into possession of the Site or terminating the License Agreement.
- (e) If Build Nova Scotia terminates the License Agreement, Build Nova Scotia retains the right to sue the Licensee for damages including but not limited to: (i) all unpaid rent and charges up to the termination date; (ii) the difference between what Build Nova Scotia would have earned under the License Agreement and what a new licensee is paying (plus all reletting costs); and/or (iii) if no new licensee is found, the present value of the lost rent for the remaining License Agreement term.

14.3 If Build Nova Scotia exercises any of the listed remedies in Section 14.2, the Licensee must reimburse Build Nova Scotia for all losses, costs, and expenses resulting from the breach or default including but not limited to: (a) lost rent; (b) costs of cleaning and repairing the Site; and/or (c) costs of removing, disposing of, or storing any property of the Licensee.

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:

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.

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.

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;
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10. reject any or all proposals; and
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Limitation of Liability

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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.