



An agency of the Government of
Ontario since 1885

October 2011

Dear Supplier:

A copy of the new Standard Vendor Agreement is enclosed.

The receipt of this vendor agreement and authorization there of in no way is to assume that a business transaction will occur.

There are to be NO changes made to the contents of the original vendor agreement, if this occurs it will be considered null & void.

The option of emailing purchase orders rather than faxing them is available, please check the box on your ticketing option page if this will be your choice.

Please note: NO PURCHASE ORDERS WILL BE ISSUED UNTIL THIS AGREEMENT IS SIGNED AND RETURNED TO THE NIAGARA PARKS COMMISSION AND DULY EXECUTED BY THE NIAGARA PARKS COMMISSION.

Sincerely,

THE NIAGARA PARKS COMMISSION

Nancy Jackman
Purchasing Manager, Revenue Operations

STANDARD RETAIL VENDOR AGREEMENT–NIAGARA PARKS COMMISSION

Period of Agreement: November 1, 2011 to October 31, 2012
All price quotes to be in effect from January 1, 2012 to December 31, 2012

Background

On March 30, 1885, the Ontario Legislature passed the first Niagara Parks Act, which provided for the formation of The Niagara Parks Commission (NPC). NPC was incorporated by an act of the Provincial Legislature on April 23, 1887.

Mission Statement

To protect the natural and cultural heritage along the Niagara River for the enjoyment of visitors while maintaining financial self-sufficiency.

Vision Statement

Ontario's Niagara Parks...Preserving a rich heritage, Conserving natural wonders, Inspiring people, worldwide!

NPC is committed to promoting the following principles:

- **Vendor Access, Transparency, and Fairness** – Access for qualified vendors to compete for NPC business will be open and the procurement process will be conducted in a fair and transparent manner, providing equal treatment to qualified vendors.
- **Value for Money** – Goods and Services will be procured only after consideration of NPC's requirements, alternatives, timing, supply, strategy, and procurement method.
- **Responsible Management** – The procurement of goods and services will be responsibly and effectively managed through appropriate organizational structures, systems, policies, processes, and procedures.
- **Geographic Neutrality and Reciprocal Non-Discrimination** – NPC will ensure that access for qualified vendors to compete for government business is geographically neutral with respect to other jurisdictions that practice reciprocal non-discrimination with Ontario.
- The NPC is committed to environmental stewardship and sustainability by continually seeking opportunities to reduce our carbon footprint and impact on the environment. Proponents are encouraged, wherever possible, to undertake initiatives to promote greater environmental responsibility and protection.
- **Legislative Compliance** –The Supplier agrees that all work performed under this Contract must be carried out in compliance with all legislative requirements as applicable including the Occupational Health and Safety Act and its associated regulations including WSIB requirements and the NPC Safety Policy and the Accessibility for Ontarians with Disabilities Act.

FREEDOM OF INFORMATION

All information submitted becomes the property of The Niagara Parks Commission, and as such, is subject to the Freedom of Information and Protection of Privacy Act, (FIPPA), as amended. Information provided to NPC by a Vendor will be managed in accordance with this Act. A Vendor must identify any information in its agreement or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by NPC. The confidentiality of such information will be maintained by NPC, except as otherwise required by law or by order of a court or tribunal.

NPC CONFIDENTIAL INFORMATION

During and following the Term, the Vendor: (a) keep all NPC Confidential Information confidential and secure; (b) limit the disclosure of NPC Confidential Information to only those of its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any NPC Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of NPC and (ii) in respect of any NPC Confidential Information about any third-party, the written consent of such third-party; (d) provide NPC Confidential Information to NPC on demand; and (e) return all NPC Confidential Information to NPC before the end of the Term, with no copy or portion kept by the Vendor.

CODE OF CONDUCT

The Vendor agrees to read the Code of Conduct for The Niagara Parks Commission at www.niagaraparks.com/files/Code-of-Conduct.pdf and agrees to adhere to those provisions that apply to Vendors.

I have read and accept the provisions of the NPC's Code of Conduct.

Yes No

NPC Supplier's Code of Conduct

The Vendor agrees to read the Supplier's Code of Conduct for The Niagara Parks Commission at <http://www.niagaraparks.com/files/supplier-code-of-conduct.pdf> and agrees to adhere to these provisions.

I have read and accept the provisions of the NPC's Supplier Code of Conduct.

Yes No

STANDARD VENDOR AGREEMENT

Period of Agreement: November 1, 2011 to October 31, 2012
All price quotes to be in effect from January 1, 2012 to December 31, 2012

Company Name: _____ Vendor # _____
Address: _____
Phone: _____ Toll Free: _____
Fax: _____ E-Mail: _____
Principals: _____ Web Site: _____
Contact: _____ Representative: _____
Remittance Advice (if different than company name and address)

Financial Institution: _____
Terms: FOB NIAGARA FALLS Payment Terms: _____
Federal Business Number: (H.S.T.#) _____
Volume Rebate Allowance: _____ Displays Allowance: _____
Signage Allowance: _____ Advertising Allowance: _____
List Price Discount: _____

1. The product purchased by NPC shall not infringe another's intellectual property rights which shall include but shall not be limited to patents, trademarks, industrial designs, moral rights and trade secrets.
2. The vendor has received no confidential information from another party which is being illegally disclosed in the course of the business relationship with NPC.
3. The product being purchased by NPC is fit for the purpose intended and complies with the laws of the province of Ontario and Canada.
4. The vendor will inform NPC immediately upon the receipt of any claim or threatened claim related to the breach of the three preceding paragraphs.
5. That the vendor is the absolute beneficial owner of the product, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others (other than statutory liens for taxes, assessments and other governmental charges the payment for which is not yet due and owing) and is exclusively entitled to possess and dispose of the same.
6. The product shall be constructed in a good and workmanlike manner in accordance with the specifications and drawings (if produced according to specifications and drawings) or according to sample (if sold according to sample provided to NPC), including NAFTA declarations and Country of Origin.
7. Manufacturers and suppliers are required to price and bar-code all merchandise prior to shipment. Please refer to the Appendix listing. Niagara Parks Commission labour costs will be charged back for any items requiring re-ticketing.
8. NPC shall be entitled to have a reasonable time for the examination of product delivered to it and, to reject any of the product which does not conform to the specifications and drawings or sample, as the case may be, or which is defective in materials or workmanship.
9. Failure of the vendor to deliver the product to NPC on the date due or breach of any of the covenants, warranties or representations of the vendor shall entitle NPC to treat this agreement as repudiated, but without prejudice to any rights accruing to it at that date.

10. Failure of the vendor to deliver the product to NPC on the date due or breach of any of the covenants , warranties or representations of the vendor shall entitle NPC to refuse and or return the products to the vendor at the vendor's expense.
11. All pricing of product supplied to The Niagara Parks Commission must be quoted in writing and must be kept at the agreed price for the period of this agreement.
12. If requested by NPC, the vendor shall promptly furnish to NPC in a form and in the detail which NPC shall direct:
 - a) a list of all ingredients in the product;
 - b) the amount of one or more ingredients, and
 - c) information concerning any changes in or additions to the ingredients.
13. Unless specifically stated herein, the product shall be at the risk of the vendor until delivered to NPC.
14. If the product is manufactured outside of the boundaries of Canada, the vendor shall comply with all laws of the jurisdiction in which the product is manufactured including those related to export of the product from the jurisdiction and import into Canada.
15. It will provide NPC with adequate assurance (to be in NPC's sole discretion acting reasonably) that it has the financial wherewithal to protect NPC from any claims arising from the breach of the covenants, warranties and representations of the preceding paragraphs and shall indemnify and save harmless NPC from all claims, demands and costs arising from the breach of these covenants, warranties and representations however incurred.
16. No vendor is to provide gifts or services in exchange for business or order with any representative of The Niagara Parks Commission. Doing so will result in a severing of all business dealings with The Niagara Parks Commission.
17. This agreement is governed by and is to be interpreted in accordance with the laws of the province of Ontario and country of Canada.

VENDOR: _____ DATE: _____
(Signature of principal or signing officer)

THE NIAGARA PARKS COMMISSION _____

THE NIAGARA PARKS COMMISSION
Standard Vendor Agreement

Appendix I – All suppliers must agree to and check one of the following options:

- a/ Provide and apply your own price tickets at no charge to Niagara Parks Commission specifications. These specifications will include the UPC Code, retail price and 8-digit product number. The UPC codes should be verified by The Niagara Parks Commission prior to shipping by sending a ticket or faxed copy (preferably enlarged).
- b/ Agree to apply and pay 15 cents for each ticket plus the fee for shipping tickets.
All tickets will be provided by the Niagara Parks Commission.
- c/ Provide an additional 7% discount in lieu of ticketing.
- d/ Provide pre-printed packaging to Niagara Parks Commission specifications.

Your choice? a/ _____ b/ _____
c/ _____ d/ _____

Please check the box if your company will be emailing invoices.

If you would like your purchase orders emailed please provide email address if different than provided

VENDOR: _____ DATE: _____
(Signature of principal or signing officer)

THE NIAGARA PARKS COMMISSION: _____

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**2011/2012 BUYING SEASON
PACKING AND SHIPPING PROCEDURES**

The following procedures **MUST** be followed for all Niagara Parks Commission purchase orders to ensure that invoices are paid promptly and that all products are processed and sent quickly to the stores. Any departure could hold up processing and payment of your invoice.

- 1) Review purchase orders carefully and notify the Distribution Centre of **ANY ERRORS BEFORE SHIPPING**. We will not accept any changes once shipment has been received.

- 2) If you are shipping **TEN OR MORE CARTONS**, please contact (by fax or phone) the Distribution Centre Manager, Jerry Taylor or the Receiver Kevin McLeod 24 hours prior to shipping. Please quote company name, p.o. number, number of cartons and estimated date of arrival to our Distribution Centre.

- 3) Each purchase order is to be **INVOICED INDIVIDUALLY** and the purchase order number must be clearly indicated on each invoice.

- 4) Please ship orders on time and as complete as possible. **BACK-ORDERS WILL NOT BE ACCEPTED**.

- 5) Do **NOT** pack invoices with the order, they must be mailed or emailed separately to the Accounting department
P.O. Box 150
7400 Portage Rd.
Niagara Falls
Ontario L2E 6X8
or ap@niagaraparks.com

DO NOT mail original if you are emailing.

- 6) Shipments received past cancellation dates **WILL BE RETURNED**.

PURCHASE ORDER PROCEDURES (cont'd)

The following procedures must be followed to identify orders for quick processing and shipping to our retail outlets.

- 1) All orders are to be packed by purchase order and shipped to the Distribution Centre.
Label the outside of each box with the following:
 - Purchase order number
 - Our product number with quantities of each item beside the corresponding number
 - If the product is location specific as with service programs, include the store name on the box
- 2) **PACKING SLIPS** must accompany shipment and must agree with all pertinent details on purchase orders.
- 3) **LARGE SHIPMENTS** are to be skidded by p.o. number.

Multiple p.o. shipments may also be skidded and shrink wrapped as long as the p.o. #'s are labeled on the outside "skin" of the skid, listing the number of boxes per p.o.

Thank you for your co-operation.



Nancy Jackman
Purchasing Manager, Revenue Operations



An agency of the Government of
Ontario since 1885 .

Dear Supplier:

Companies who will be requiring tickets will have them automatically sent to them with every new purchase order.

Suppliers of service programs should order ahead so tickets are available before orders are placed.

A charge of 15 cents per ticket plus shipping fees will be deducted from your invoice.

Please call Sandy Prior or Sergio Fortuna @ 905-295-4377 if there are any concerns regarding this.

Sincerely,

THE NIAGARA PARKS COMMISSION

Nancy Jackman

Purchasing Manager, Revenue Operations