NIAGARA PARKS

December 2022

Dear Supplier:

A copy of the new Standard Vendor Agreement is enclosed.

This Vendor Agreement is for the time period of January 1, 2023 to December 31, 2023.

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.

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

David Infantino
Director, Retail and Attractions
Business Development

STANDARD RETAIL VENDOR AGREEMENT-NIAGARA PARKS COMMISSION

Period of Agreement: January 1, 2023 to December 31, 2023
All price quotes to be in effect from January 1, 2023 to December 31, 2023

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.

Mandate

Preserving and promoting the natural and cultural heritage along the Niagara River corridor.

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 any 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 shall:

(a) keep all NPC Confidential Information confidential and secure; 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; (b) 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;

(c) provide NPC Confidential Information to NPC on demand; and return all NPC Confidential Information to NPC before the end of the Term, with no copy or portion kept by the Vendor.

This confidential information clause is considered mutual by NPC in respect to vendor's information

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: January 1, 2023 to December 31, 2023

All price quotes to be in effect from January 1, 2023 to December 31, 2023

Company Name: _____ Vendor # _____

Address: _____

Phone: _____ Toll Free: _____

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, packaging 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 #2 above or any final adjudication, respecting paragraph one and three above.

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) if applicable 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 may entitle NPC to refuse and or return the products to the vendor at the vendor's expense.

10. 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.

11. If applicable and 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.

12. Unless specifically stated herein, the product shall be at the risk of the vendor until delivered to NPC.

13. 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. **Any Apparel vendor ("Apparel" is considered to be clothing, including personal attire, uniforms, outerwear and footwear) must provide documentation and/or certification of ethical practices simultaneously with the NPC Standard Vendor Agreement.**

14. 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 third party claims, demands and costs caused by the breach of these covenants, warranties and representations however incurred.

15. 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.

16. 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 _____

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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 the Niagara Parks Commission specifications. These specifications will include the UPC code, retail price and 8-digit product number which will be provided by the Niagara Parks Commission. The UPC codes, and any manufacturing UPC, 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 order emailed please provide address if different than remittance information

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

THE NIAGARA PARKS COMMISSION: _____

NIAGARA PARKS

2023 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 will hold up processing and payment of your invoice.

1) Review purchase orders carefully and notify the Distribution Centre within 48 hours of **ANY ERRORS OR SHORTAGES BEFORE SHIPPING**. We will not accept any changes once shipment has been received.

2) If you are shipping **TEN OR MORE CARTONS**, please contact the Receiver or Manager (by email or phone) 24 hours prior to shipping. Please quote company name, P.O. number, number of cartons and estimated date of arrival to our Distribution Centre.

   7856 Portage Road South

   Niagara Falls, Ontario L2G 5Y8

   Receiver's email address jcurrie@niagaraparks.com phone # 905-295-4377 ext 3436

   Manager's email address sparnell@niagaraparks.com phone# 905-295-4377 ext 3432

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 prior to the cancellation date on the purchase order**. **BACK-ORDERS WILL NOT BE ACCEPTED AND WILL BE RETURNED TO VENDOR AT VENDOR'S EXPENSE**

5) Do **NOT** pack invoices with the order, they must be sent separately to the Accounting department at ap@niagaraparks.com or

   P.O. Box 150,
   7400 Portage Rd. Niagara Falls
   Ontario L2E 6T2

   DO NOT mail original if you are emailing to Accounting Department.

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 8-digit 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 be clear and agree with all pertinent details on the purchase order including NPC 8-digit product number.

3) **LARGE SHIPMENTS** must 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.

Sincerely,

THE NIAGARA PARKS COMMISSION

David Infantino
Director, Retail and Attractions
Business Development

NIAGARA PARKS

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 @ 905-295-4377 ext. 3426 if there are any concerns regarding this.

Sincerely,

THE NIAGARA PARKS COMMISSION

David Infantino
Director, Retail and Attractions
Business Development

NIAGARA PARKS

January 2023

The Retail Council of Canada (RCC) has issued Responsible Trading Guidelines (RTG) for the promotion and regulation of legal, humane and quality working conditions for both international trade partners and national manufacturers. _____fully supports this initiative and has an expectation that humane rights are in the forefront of each of our supplier's business practices.

The Niagara Parks Commission, an agency of the Ontario government also adheres to the Ethical Procurement Policy (January 2014) under the Supply Chain Ontario Directive. https://www.doingbusiness.mgs.gov.on.ca

In order to ensure you are compliant as a supplier please ensure you review the (RTG) guidelines and the Ethical Apparel Procurement Policy (if applicable) and confirm in writing that your factories are in compliance with all of these guidelines. Compliance may be done using the form provided or through an email confirming your company's compliance.

Company Name: _____

Company Address: _____

_____

_____

Telephone #: (___)_____

Contact name: _____

I acknowledge that I have reviewed the Retail Trading Guidelines and the Ethical Procurement Policy (if applicable) having read them thoroughly, confirm that all factories owned, managed or otherwise associated with our company, are in compliance with these guidelines and policy.

_____ _____

Signature Owner/Manager Dated